

Contract ID#: CQIT15000007Department: Information Technology**E-146-15****Contract Details**SERVICE Supplemental StaffingNIFS ID #: CQIT15000007NIFS Entry Date: 7/01/2015Term: from Execution to 3 Years

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
RES#			

**Agency Information**

Vendor	
Name IIT Inc.	Vendor ID# 113243959-01
Address 560 Broadhollow Road, Suite 301 Melville, NY 11747	Contact Person Dinesh Gulati
	Phone (631) 254-8600

County Department	
Department Contact Ed Eisenstein	*****Please return the final, approved contract to Vandana Manucha
Address 240 Old Country Road Mineola, NY 11803	
Phone (516) 571-4265	

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered <input type="checkbox"/>		<i>[Signature]</i>	
	OMB	Contractor Registered NIFS Approval <input type="checkbox"/>	7/7	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
7/6/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	7/6/15	<i>[Signature]</i>	
7/6/15	County Attorney	CA Approval as to form <input type="checkbox"/>	7/6/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	7/6/15	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
7/1/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	7/1/15	<i>[Signature]</i>	

2015 JUL 20 P 3:04  
CLEAN OF THE RECORD  
NOTARIZATION  
RECEIVED



## Contract Summary

<b>Description:</b> Supplemental staffing services for Nassau County's information technology projects that require additional staffing.
<b>Purpose:</b> The Nassau County Department of Information Technology ("NCIT") may sometimes identify a need for individual or project related supplemental staffing services. To meet these needs NCIT has established a vehicle with twenty vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the twenty-nine (29) support service categories/levels the vendor provided rates. This Agreement will enable vendors to respond to any Statement of Work ("SOW") issued by NCIT for which the vendor is qualified to provide services.  This contract will provide flexibility for NCIT to meet the challenges and opportunities it encounters resulting from new government initiatives, increasing citizen expectations for better and more responsive services, and business and program requirements that are more demanding for economical operations and improved outcomes while allowing NCIT to procure supplemental staffing services quickly on an as-needed basis thus ensuring County Departments enjoy uninterrupted service.  The supplemental staffing contracts will create a maximum rate per support service category/level which vendors can charge for specific skillsets and will permit a vendor to offer less than the maximum rate per support service category/level when requested to respond to a specific SOW. The number of qualified vendors combined with the wide variety of support service categories and the flexibility for vendors to provide rates below the maximum rate will promote a competitive environment among vendors thus enabling a potential cost savings for Nassau County while retaining the best possible resources to perform the required services.
<b>Method of Procurement:</b> Request for Proposal.
<b>Procurement History:</b> The contract was entered into after a written request for proposals was issued on January 20 <sup>th</sup> , 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Bill Doughty, Anthony Paganini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected.
<b>Description of General Provisions:</b> <ol style="list-style-type: none"> <li>NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs.</li> <li>NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.</li> <li>Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by:           <ol style="list-style-type: none"> <li>Indicating an hourly rate that is equal to or less than the rate listed in the contract.</li> <li>Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.</li> <li>Submitting any forms that NCIT requires to be submitted with SOW responses.</li> </ol> </li> </ol> <ul style="list-style-type: none"> <li>All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.</li> <li>NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in an SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under an SOW.</li> </ul>
<b>Impact on Funding / Price Analysis:</b> The maximum amount for full consideration for all services under this Agreement shall not exceed \$7,500,000.00. However, no monies are being encumbered at this time. All monies will be encumbered on an as-needed basis, whenever services are required.
<b>Change in Contract from Prior Procurement:</b> N/A.
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	IT
Control:	GEN
Resp:	1000
Object:	DE
Transaction:	500

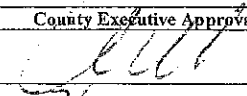
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$0.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ITGEN1000/DE500	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$0.01</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

<b>NIFS Certification</b> I certify that this document was accepted into NIFS.	<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	<b>County Executive Approval</b> Name:  Date: 7/20/15 <i>(For Office Use Only)</i>
Name: _____	Name: _____	E #:
Date: _____	Date: _____	

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY, AND IIT INC.

WHEREAS, the County has negotiated a personal services agreement with IIT Inc. (“IIT”) with regard to providing information technology supplemental staffing services, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with IIT.

LINK TO:

CURRENT YR BUDGET &amp; OBLIGATION SUMMARY

3:38 PM

ACTIVE

BALANCE (Y,M,Q,A) : Y

FISCAL MO/YEAR : 07 2015 JULY 2015

INDEX :

ORGANIZATION : IT

INFORMATION TECHNOLOGY

CHARAC / OBJECT : X

FDTP FUND SFND : GF GEN GEN

GENERAL FUND

PROJECT PROJ DTL :

GRANT GRANT DTL :

UCODE/ORD#/DRC :

S	OBJECT DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
BH	DEPT REVEN			48,330	48,330
BJ	INTERDEPT	6,834,964	6,834,964	295,793	-6,539,171
BW	INTERFD CH	488,511	488,511	4,076	-484,435
	REV TOTAL	7,323,475	7,323,475	348,199	-6,975,276
AA	SALARIES,	7,175,062	7,175,062	4,734,423	2,440,639
DD	GENERAL EX	336,200	336,200	198,192	138,008
DE	CONTRACTUA	8,647,849	8,647,849	3,052,161	5,595,688
F1-HELP	F2-SELECT		F4-PRIOR	F5-NEXT	
F7-PRIOR PG	F8-NEXT PG	F9-LINK			
G014 - RECORD FOUND					

FAML6160 V4.2

NIFS PRODUCTION SYSTEM  
VENDOR SUMMARY

07/07/2015  
3:39 PM

LINK TO:

ACTIVE

FISCAL MO/YEAR : 07 2015

VENDOR NUMBER : 113243959 01 IIT INC.

VENDOR ALPHA : IIT INC.

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S	VENDOR SUMMARY	JULY 2015	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES			
	RETAINAGES			
	ACCRUALS			
	PAYMENTS			
	CASH RECEIPTS			
	ACCT RECVABLE			
	1099 TOTALS			
	B/U WITHHOLDING			
	B/U WITH PAID			
	TX LIEN W/HELD			
	TAX LIENS PAID			
	ST BCKUP W/HOLD			
	ST BU W/H PAID			

F1-HELP

F2-SELECT

F9-LINK

F4-PRIOR

F5-NEXT

GOO7 - RECORD DOES NOT EXIST, PLEASE SELECT A FUNCTION

EXECUTIVE ORDER NO. 1 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, that the Office of the Nassau County Attorney shall ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid shall include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form") attached hereto and made a part hereof; and it is further

ORDERED, that the Department of Purchasing/Shared Services ensure every bid document published on the Nassau County Purchasing website, including but not limited to Requests for Proposals, include the Disclosure Form; and it is further

ORDERED, that each department operating under the Office of the County Executive shall be responsible for obtaining a completed copy of the Disclosure Form from all vendors and prospective vendors and all other contractors and prospective contractors or other parties wishing to do business with the County, and attaching a copy of said form to the bid, offer, proposal or proposed contract involved; and it is further

ORDERED, the Office of the Nassau County Attorney shall ensure that every proposed contract includes the Disclosure Form completed by the consultant, contractor or vendor to whom the contract was awarded prior to such contract being routed to the various agencies, including - but not limited to - the Nassau County Office of Management and Budget, the Comptroller's Office and the Office of the County Executive; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

  
EDWARD P. MANGANO  
COUNTY EXECUTIVE

00 MAY 15 11 11 AM 2015  
RECEIVED  
NASSAU COUNTY  
CLERK OF COUNTY

### 3. APPENDIX C - Business History Form

#### APPENDIX C

#### BUSINESS HISTORY FORM

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3/30/2015

1. Proposer's Legal Name: IIT Inc.

2. Address of Place of Business: 560 Broadhollow Rd, Ste 301, Melville, NY 11747

List all other business addresses used within last five years:

21 Jerusalem Ave, Ste C, Hicksville, NY 11801

3. Mailing Address (if different): 6 Cornish Ct, Ste 101, Huntington Station, NY 11746

Phone: 631-254-8600

Does the business own or rent its facilities? Rent

4. Federal I.D. Number: 11-3243959

5. Dun and Bradstreet number: 09-557-5523

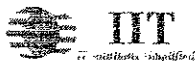
6. The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation  
☐ Other

Other (Describe): \_\_\_\_\_

7. Does this business share office space, staff or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8. Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_



9. Does this business have one or more affiliates, and/or is it a subsidiary of or controlled by, any other business? Yes \_\_\_\_ No X If Yes, provide details: \_\_\_\_\_
10. Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_\_ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract): \_\_\_\_\_
11. Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_\_ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets. \_\_\_\_\_
12. In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
13. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
14. Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

- a. Any felony charge pending? No X Yes \_\_\_\_ If Yes, provide details for each such

charge: \_\_\_\_\_  
\_\_\_\_\_

- b. Any misdemeanor charge pending? No X Yes \_\_\_\_ If Yes, provide details for each such charge:

\_\_\_\_\_  
\_\_\_\_\_

- c. In the past 10 years, have you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes \_\_\_\_ If Yes, provide details for each such conviction:

\_\_\_\_\_  
\_\_\_\_\_

- d. In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
No X Yes \_\_\_\_ If Yes, provide details for each such conviction:

\_\_\_\_\_  
\_\_\_\_\_

- e. In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes \_\_\_\_ If Yes, provide details for each such occurrence:

\_\_\_\_\_  
\_\_\_\_\_

15. In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes \_\_\_\_ If Yes, provide details for each such instance.

\_\_\_\_\_  
\_\_\_\_\_

16. For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

\_\_\_\_\_  
\_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17. Conflict of Interest:

1. Please disclose:

- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

NONE

- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

NONE

- (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

NONE

2. Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

When hiring any staff, during interviews and background screening process, we routinely follow a process of identifying any conflicting relationships with our current or prospect clients. We expect to continue this process in the future as well. In addition, IIT management is familiar with NYS Procurement and Lobbying laws, and will continue to comply with the same.

## ATTACHMENTS TO BUSINESS HISTORY FORM

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation; **January 5, 1995**
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;  
**Dinesh Gulati, Managing Director and CEO**  
**6 Cornish Ct, Ste 101, Huntington Station, NY 11746**
- iii) Name, address and position of all officers and directors of the company;  
**Dinesh Gulati, Managing Director and CEO**  
**6 Cornish Ct, Ste 101, Huntington Station, NY 11746**
- iv) State of incorporation (if applicable); **New York**
- v) The number of employees in the firm; **88 W2 personnel in 2014**
- vi) Annual revenue of firm; **\$26MM in 2014**
- vii) Summary of relevant accomplishments; **Inc. 500 award winner; USPAAC Fast-50 award winner; Among the top 2 vendors with NYS for IT Consulting Services (HBITS Contract); Board Director on New York Staffing Association**
- viii) Copies of all state and local licenses and permits. **N/A**

- B. Indicate number of years in business. **20 years**

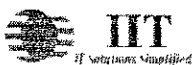
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

IIT is a mid-sized firm (\$26MM 2014 revenues), with adequate resources to add capacity as needed. Our clients rely on our established infrastructure, mature processes, financial strength, responsive SLAs, quick turnaround and friendly service. We combine strengths of large vendors without weaknesses of small and young firms.

IIT has been in continuous operations for over 20 years. During this time, IIT has consistently grown and remained profitable. This assures our clients that they are dealing with a reliable partner.

In 2014, IIT had

- 88 W2 personnel
- 442 independent contractor / subcontractors



Other resources, that IIT plans on continuing using to service this contract, include

- IIT maintains a subcontractor network of over 4,000 firms, of which approximately 400 have been active and pre-screened. Many of our subcontractors are NYS certified MWBE and SBE companies.
- An internal proprietary database of over 1,050,000 candidates
- Adequate infrastructure, with tested Disaster Recovery preparedness
- Mature staffing and recruitment process, honed and tweaked over 20 years
- Superior recruitment staff, with an average of 5+ years' experience
- Proven IT system implementation methodology, honed and tweaked over 15 years
- Numerous project management, SDLC, testing and implementation templates as they apply to implementing IT projects
- A best-in-class Applicant Tracking System / ATS
- A custom built back-office system, with ability to customize time tracking, billing, reporting and collection as per client requirement
- Strong financials and balance sheet, with multi-million dollar liquid cash
- Access to bank credit line and private equity
- Talented senior management and account management staff
- Vendor partnerships with Oracle, IBM and Adobe which provides access to vendor specific training, tools and software before it becomes publicly available

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company: NYS Office of General Services

Contact Person: Sean Hume

Address: NYS Empire State Plaza

City/State: Albany, NY

Telephone 518-486-1692

Fax # \_\_\_\_\_

E-Mail Address: Sean.Hume@ogs.ny.gov

\_\_\_\_\_

Company NYC Housing Authority  
Contact Person Frances Rodriguez  
Address 90 Church Street  
City/State New York, NY 10004  
Telephone 212-306-3985  
Fax # \_\_\_\_\_  
E-Mail Address Frances.Rodriguez@nycha.nyc.gov

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Company NYS ITS (Information Technology Services ITS)  
Contact Person Dan Donnelly  
Address Albany, NY  
City/State Albany, NY  
Telephone 518-473-0437  
Fax # \_\_\_\_\_  
E-Mail Address Dan.donnelly@its.ny.gov

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Dinesh Gulati, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24 day of Mar 2015



JEAN GUIDO  
Notary Public, State of New York  
No. 01006077147  
Qualified in Suffolk County  
Term Expires 7/8/16

\_\_\_\_\_  
Notary Public

Name of submitting business: IIT Inc.

By: Dinesh Gulati

Print name



\_\_\_\_\_  
Signature

Managing Director

Title

3 / 24 / 2015

Date



Confidential

Proposal – Nassau County - IT0116-1501

## ***Financial Statement***

IIT is a private corporation, and has been in continuous business operation since January 1995 and has been consistently profitable and stable. Being a private corporation, we are not subject to releasing all our financial data to public.

But key highlights include:

- 100% debt free
- Access to a large credit line through its financier
- 2014 revenues: \$26MM
- Currently among the Top-2 vendors on NYS HBITS Contract for IT Services, with recent monthly invoices around \$1.3MM

Following pages contain signed reviewed statements by an external firm for the last 2 years.

**NAZARETH CONSULTING INC  
480 HALSTEAD AVE  
HARRISON, NY 10528**

10/27/2014

To Whom It May Concern:

Below are CPA reviewed Financials for IIT Inc.

Financial Statement, 1/1/2014 to 9/30/2014 (9 months)

	Cash Basis		Accrual Basis
Revenues	20,949,473.00		21,244,170.00
Cost of Goods Sold	18,603,461.00		18,965,583.00
Sales & Administration	398,175.00		398,175.00
All other expenses	285,482.00		285,482.00
Prepaid expenses	1,253,006.00		0.00
Net Profit	409,349.00		1,594,930.00

Financial Statement, 1/1/2013 to 12/31/2013

	Cash Basis		Accrual Basis
Revenues	18,413,056.00		21,506,837.00
Cost of Goods Sold	16,304,865.00		19,158,033.00
Sales & Administration	851,608.00		851,608.00
All other expenses	120,020.00		120,020.00
Prepaid expenses	1,107,157.00		0.00
Net Profit	29,406.00		1,377,176.00

Financial Statement, 1/1/2012 to 12/31/2012

	Cash Basis		Accrual Basis
Revenues	4,183,500.76		5,799,953.00
Cost of Goods Sold	3,346,800.61		4,634,898.90
Sales & Administration	688,082.39		688,082.39
All other expenses	117,214.00		117,214.00
Prepaid expenses	0.00		0.00
Net Profit	31,403.76		359,757.71

Balance Sheet, as of 9/30/2014

Assets		
	Cash	3,746,047.00
	Other Current Assets	41,275.00
	Accounts Receivable	2,977,339.00
	Accumulated Depreciation	35,498.00
	Goodwill	7,300,000.00
	Total Assets	14,100,159.00
Liabilities & Shareholder Equity		
	Accounts Payable	2,017,025.00
	Shareholder Loan	196,066.00
	Capital Stock	1000.00
	Retained Earnings	467,941.00
	Shareholder Equity	11,418,127.00
	Liabilities & Shareholder Equity	14,100,159.00

Debt to Asset Ratio

as of 9/30/2014	19.02%
as of 12/31/2013	18.89%
as of 12/31/2012	19.65%

Pending Actions that may affect financial condition

None, that is of any major consequence. Forthcoming ACA healthcare act may have some minor effect, if company cannot re-negotiate its current contracts. Assuming company is unable to re-negotiate its other active contracts to accommodate ACA healthcare act, it is estimated to negatively impact earnings by approximately 1.5% and Debt to Asset Ratio by 0.8% in 2016. Overall, the company has managed its financial condition well.

If there are any questions, do not hesitate to contact me.

Sincerely,

*Rajesh Gulati*

Rajesh Gulati  
703-786-4322

# Commercial Credit Report

Commercial Credit Report Plus - IIT INC

Ordered: 9/27/2014 12:23:26 PM

Search Inquiry: IT / 11746 / 11324399

<sup>1</sup> Experian data for: IIT INC, 600 CORNISH CT STE 101, DIX HILLS, NY 11746 (Experian File # 702415713)

<sup>2</sup> D&B data for: IIT, INC, 600 CORNISH CT STE 101, DIX HILLS, NY 117460002 (DUNS # 09575523)

## Commercial Credit Report Score for IIT INC

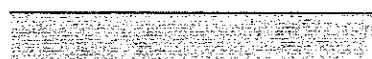
Credit Logic Score: 65



Key Score Factors (sources used: Experian, D&B):

- YEARS IN BUSINESS.
- TAX LIENS OR JUDGMENTS PRESENT.

### Unsecured Trade Credit Limit Recommendation



Caution: Insufficient credit history.

Percent current prior 6 months:

Experian: 100%



**Minimal Change**  
Compared to prior 24 months  
(100.0 %)

Experian  
Current Days Beyond Terms

n/a

## Company Information (data source: Dun and Bradstreet)

IIT, Inc

Physical Address:  
6 CORNISH CT STE 101  
Dix Hills, NY 11746-8002  
USA

D-U-N-S®: 09-557-5523  
Location type: Headquarters  
Phone: (631) 254-8600

### Dun and Bradstreet Company Overview

Year Started: 1995  
Annual Sales: \$2,000,000  
Employee total: 85 (includes executives)  
Employees at this location: 85 (includes executives)

### Management

CEO: Dinesh Gulati, Chief Executive Officer  
Chris Orem  
Executive(s): Anu Kumar  
Cary B Wolbrum  
Joseph Ziccardi

### Supplemental Data

Former D-U-N-S® Number: 05-484-3284

Page 1 of 4

#### 4. APPENDIX D - Principal Questionnaire Form

##### APPENDIX D PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

1. Principal name: Dinesh Gulati  
SSN: 076-70-5621  
Date of birth: 2 / 3 / 1968  
Home address: 6 Cornish Ct  
City/state/zip: Dix Hills, NY 11746  
Business address: 560 Broadhollow Rd, Ste 301  
City/state/zip: Melville, NY 11747  
Telephone: 631-254-8600  
Other present address(es): \_\_\_\_\_  
City/state/zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached.

2. Positions held in submitting business and starting date of each (check all applicable):  
President 1 / 5 / 1995 Treasurer \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Chairman of Board 1 / 5 / 1995 Shareholder 1 / 5 / 1995  
Chief Executive Officer 1 / 5 / 1995 Secretary \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Chief Financial Officer 1 / 5 / 1995 Partner \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Vice President \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Other \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
No \_\_\_\_\_ Yes X If Yes, provide details.

100% owner of IIT Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? No \_\_\_\_ Yes X If Yes, provide details.

Office and auto leases require personal guarantee. Also, IIT has retained earnings due to shareholders.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No X Yes \_\_\_\_; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No X Yes \_\_\_\_; If Yes, provide details.

**NOTE :** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? No X Yes \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? No X Yes \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? No X Yes \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No X Yes \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the

appropriate page and attach it to the questionnaire.).

No

- a. Is there any felony charge pending against you? No X Yes \_\_\_\_ If Yes, provide details for each such charge.
  - b. Is there any misdemeanor charge pending against you? No X Yes \_\_\_\_ If Yes, provide details for each such charge.
  - c. Is there any administrative charge pending against you? No X Yes \_\_\_\_ If Yes, provide details for each such charge.
  - d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes \_\_\_\_ If Yes, provide details for each such conviction.
  - e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X YES \_\_\_\_ If Yes, provide details for each such conviction.
  - f. In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes \_\_\_\_ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? No X Yes \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? No X Yes \_\_\_\_ If Yes; provide details for each such investigation.
- 11) In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES \_\_\_\_ If Yes; provide details for each such instance.
- 12) For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES \_\_\_\_ If Yes, provide details for each such year.

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Dinesh Gulati, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24 day of Mar 2014




JEAN GUIDO  
Notary Public, State of New York  
No. 01C06077147  
Qualified in Suffolk County  
Term Expires 7/8/16

\_\_\_\_\_  
Notary Public

IIT Inc.  
Name of submitting business

Dinesh Gulati  
Print name



\_\_\_\_\_  
Signature

Managing Director  
Title

3 / 24 / 2015  
Date

5. Statement that submissions were signed on the designated signature line by an officer or authorized agent of the vendor.

Dinesh Gulati, Managing Director of IIT Inc has signed all of the necessary forms

## 6. Appendix L - Living Wage Law Certificate of Compliance

### APPENDIX L CERTIFICATE OF COMPLIANCE

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Dinesh Gulati (Name)

560 Broadhollow Rd, Ste 301, NY 11747 (Address)

631-254-8600 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws. YES

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.? YES, with a pre-arranged appointment

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

*[Signature]*

\_\_\_\_\_  
Dated 3/24/2015

Signature of Chief Executive Officer

Dinesh Gulati

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

24 day of Mar, 2015.

*[Signature]*

\_\_\_\_\_  
Notary Public

JEAN GUIDO  
Notary Public, State of New York  
No. 01616077147  
Qualified in Suffolk County  
Term Expires 7/8/16

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department" and "NCIT"), and (ii) IIT Inc., New York corporation, having its principal office at 560 Broadhollow Road, Suite 301, Melville, NY 11747, (the "Contractor").

### W I T N E S S E T H:

WHEREAS, a new Request for Proposals for supplemental staffing services (the "RFP") was issued on January 20, 2015; and

WHEREAS, the Contractor submitted a proposal to provide supplemental staffing services found to be beneficial to the County; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the date of execution by the County (the "Effective Date") and shall continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of information technology supplemental staffing services (the "Services") and is described in detail in Appendix A ("Supplemental Staffing Services Scope of Services & Procedures") attached hereto and incorporated herein by reference.

3. Payment. (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Seven Million Five Hundred Dollars (\$7,500,000.00) ("Maximum

Amount") payable in accordance with Appendix B ("Cost Proposal") attached hereto and incorporated herein by reference.

(b) The Contractor shall not perform Services that would cause billings to exceed the Maximum Amount unless additional funds are encumbered pursuant to this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this Agreement.

(c) The Contractor shall not perform any work under this Agreement unless the County authorizes specific tasks on a Statement of Work ("SOW") authorized by the County in writing and the agreed to by the Contractor in writing, and the Comptroller has approved and encumbered funds sufficient to cover all work to be performed pursuant to such SOW.

(d) The County shall have no liability under this Agreement for any work performed (i) that was not authorized by an SOW and/or where the Contractor's costs exceed the amount authorized by those documents, (ii) that was not authorized by the encumbrance of the necessary funds by the County Comptroller, (iii) where the Contractor's costs exceed the amount/rates specified in Appendix B ("Cost Proposal").

(e) This Agreement shall be deemed to be incorporated into each approved and executed SOW and the terms and conditions contained herein shall govern the relationship of the parties during the term of any SOW.

(f) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(g) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. Notwithstanding the foregoing, the Contractor's right to receive payment for work completed by the Contractor for the County shall not be affected or denied in the event of an administrative timing error in issuing invoice Vouchers to County.

(h) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(i) Payments in Connection with Termination or Notice of Termination. Unless a

provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such Services or during the term of a Stop Work Order.

4. Stop Work Order. The County at its sole discretion may issue a written or oral order to the Contractor to stop work under a particular Statement of Work ("Stop Work Order"), at any time, requiring the Contractor to suspend or stop all, or any part, of the performance due under the Statement of Work ("SOW") for any reason.

(a) Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:

- (i) Stop or suspend the work for a specific period of time, or
- (ii) Cancel the Stop Work Order and continue work on an SOW, or
- (iii) Terminate the work covered by the Stop Work Order.

(b) If a Stop Work Order is canceled, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if:

- (i) The Stop Work Order results in an increase in the Contractor's cost of performance of the SOW.
- (ii) The Stop Work Order results in a change of deliverables for an SOW.
- (iii) Any other reason the County deems necessary and appropriate.

(c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order.

(d) The County shall not be liable to the Contractor for loss of profits due to the issuance of a Stop Work Order.

5. Acceptance Criteria. In the event that an SOW defines the need for the Contractor to provide specific Deliverable(s), NCIT shall notify the Contractor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, NCIT may exercise any and all rights hereunder, including but not

limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Contractor fails to promptly cure the defect or replace the Deliverable(s), NCIT reserves the right to:

- Cancel the SOW.
- Terminate the Agreement.
- Contract with a different Contractor for the Services.
- Engage with another Contractor outside of this Agreement, if no Contractor is able to perform the required Supplemental Staffing Services.
- Invoice the original Contractor for any differential in price over the original SOW price.

When NCIT rejects any Deliverable(s), the Contractor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County in writing. Rejected items may be regarded as abandoned if not removed by the Contractor as provided herein.

6. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

7. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

8. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) The Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached to this Agreement as Appendix L. The Contractor shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential or that is otherwise protected from disclosure under Federal, State or Local law; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Personal information of individuals shall also be deemed "Confidential Information." Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a

reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

All data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) or other materials furnished by the County for use by the Contractor under this Agreement (such as records or information) shall remain the sole property of the County, will be deemed "Confidential Information" and will be held in confidence in accordance with this Agreement. The Contractor shall not use the data other than in connection with providing the Services pursuant to and in accordance with this Agreement. Such data and materials will be returned to the County upon completion of the Services. Access to Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use. Confidential Information of the County may only be disclosed as provided for in Section d above or with the written consent of the County (and then only to the extent of the consent);

(e) Non-Disclosure Agreement (NDA). In furtherance of this Section, all Contractor employees shall execute a nondisclosure agreement provided by the Department prior to commencement of work under an SOW.

(f) The provisions of this subsection shall survive the termination of this Agreement.

9. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and

maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control.

(d) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of Nassau County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(a) If the County provides consent, the Contractor must identify each subcontractor by name, business address and expertise, a full resume of the proposed person and must include the name(s) of the principal(s) of the subcontracting entity. The Contractor must provide a full description of the services to be provided by the Contractor.

11. Subcontracting.

(a) The Contractor shall only subcontract work in conformance with Section 10 of this Agreement.

(b) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County.

(c) Nothing contained in this Agreement or otherwise shall create any

contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(e) The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

12. Right to Works. (a) Upon execution of this Agreement, any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs, source code and/or any other material produced by the Contractor for the County pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

(b) Works Made for Hire: The Contractor acknowledges that all of the Contractor's works of authorship, including but not limited to any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs and/or any other materials produced or used by the Contractor for the County pursuant to this Agreement ("Copyrighted Materials") shall be considered and are "works-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the owner thereof, including any copyrights, patents, or other intellectual property rights pertaining thereto and of all aspects, elements, and components thereof in which copyright protection might exist. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Contractor works and hereby irrevocably transfers, assigns, and conveys all of the Contractor's right, title, and interest, including exclusive copyright, patent, and other intellectual property rights, ownership in and to the Copyrighted Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrighted Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(c) Contractor Property or Works. Unless otherwise agreed upon between the

parties in this Agreement, the Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or works, including all pre-existing intellectual property interests held by Contractor (the "Contractor Works"). Contractor hereby grants to County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works solely for the County's internal use. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by the Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of the Contractor or used by the Contractor.

(d) Upon payment of all amounts due therefore, the Contractor shall grant to the County a non-exclusive, United States license to use any such Contractor Works solely for the County's internal use. The County may make reasonable copies of such pre-existing material for backup and archival purposes in accordance with applicable law. The County shall reproduce such material accurately and include all original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on all back-up or archival copies. Subject to the other provisions in this subsection 8(b), any copies that the County makes of such Contractor Works shall remain the Contractor's sole property.

### 13. Patent/Copyright Claims.

(a) The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or arising out of or in connection with any breach of warranty by the Contractor. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b) In addition to the foregoing, if the use of any Deliverable(s), item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (i) to procure for the County the right to continue using such Deliverable(s), item(s) or part(s) thereof, as applicable; (ii) to modify the Deliverable(s), item(s) or part(s) so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said Deliverable(s), item(s) or part(s) thereof, as applicable, with non-infringing Deliverable(s), item(s) or part(s) of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable,

then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement; (v) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (vi) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Contractor; or (ii) made without the Contractor's approval.

(d) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a deliverable, item or part under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

(e) The provisions of this Section shall survive termination of the Agreement.

14. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

15. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if

any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

16. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance and errors and omissions insurance, which policy(ies) shall have a minimum single combined limit liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence; and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and rated A- VIII or better by A.M. Best's or its equivalent, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder,

the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17. Warranty. (a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable. Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall so advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.

(d) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect a SOW in accordance with the stated warranty term(s).

18. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(a) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or Federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

20. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the

earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non convenience. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

23. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the Office of General Counsel, with a copy to the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

24. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

25. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three and 00/100 Dollars \$533.00 for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

27. Services for Other Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal Entities, and not the County, shall be liable to the Contractor.

28. Financial Deterioration of Vendor. In the event the Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

29. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural

calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

30. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

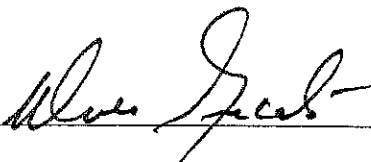
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

31. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

**IIT INC.**

By: 

Name: Dinesh Gulati

Title: Managing Director

Date: 6/10/2015

**NASSAU COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK


STATE OF NEW YORK )

) ss.:

COUNTY OF SUFFOLK )

On the 10 day of June in the year 2015 before me personally came Dinesh Gulati to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Managing Director of IIT Inc., the IIT Inc. described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said IIT Inc.

NOTARY PUBLIC

 **JEAN GULATI**  
Notary Public, State of New York  
No. 01606077147  
Qualified in Suffolk County  
Term Expires 7/8/16

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## **APPENDIX A**

### **SUPPLEMENTAL STAFFING SERVICES SCOPE OF SERVICES & PROCEDURES**

The purpose of this Agreement is to establish a vehicle with the Contractor to provide Supplemental Staffing Services to the County. This Agreement will enable the Contractor to respond to any Statement of Work ("SOW") issued by the Nassau County Department of Information Technology ("NCIT") for which that Contractor is eligible to provide Services as specified in Appendix B ("Cost Proposal").

Upon execution of this Agreement, from time to time, NCIT may identify a need for individual or project related Supplemental Staffing Services. NCIT may issue an SOW for a project requiring Supplemental Staffing Services. The SOW will describe in detail which of the twenty-nine (29) Support Service Categories and levels NCIT requires as well as a detailed description of the requirements. Support Service Categories are described in detail in Appendix C ("Supplemental Staffing Support Service Categories"). NCIT will send the SOW to those Contractors previously identified as able to provide the Supplemental Staffing Services required for the specific Support Service Category(ies) required for the SOW as identified in Appendix B.

Contractors shall review the SOW and submit offers to provide the Supplemental Staffing Services needed under the SOW and for the specific Supplemental Staffing Services, indicate an hourly rate that is equal to or less than the rate proposed in their original response to this RFP. Contractors must also submit resume(s) of the staff that will be providing Supplemental Staffing Services for the SOW. NCIT may, in its discretion, select one or more Contractors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Contractors to provide Supplemental Staffing Services under the SOW.

Please be advised that Contractors are not guaranteed work under this Contract. Rather, the Contract provides a Contractor with the eligibility to bid on a particular SOW for which the Contractor can provide the necessary Supplemental Staffing Services.

#### **Individual Statements of Work**

When NCIT has a project requiring Supplemental Staffing Services, an SOW describing in detail the project requiring Supplemental Staffing Services will be issued to each Contractor who is eligible to provide the specific type of Supplemental Staffing Service needed.

Notwithstanding the expiration of the Agreement between the Contractor and the County, an individual SOW may require the Contractor's personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Agreement to extend the term for the period the Contractor's personnel are needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- Support Service Category(ies) required.
- Qualification Level of personnel needed to perform the Supplemental Staffing Services, including the years of work experience required of personnel within the specific Support Service Category(ies) requested and demonstrable expertise.

*NCIT will allow Contractors a specific period of time from the time NCIT issues an SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the job description(s) and skill set requirements.*

#### **Contractor Reporting/Documentation**

Upon selection to perform the Services specified in an SOW, the Contractor will be required to provide NCIT with a Weekly Status Report. The Weekly Status Report format and details will be provided to the Contractor by NCIT. All documentation must be in the format specified by and acceptable to NCIT.

The Contractor may also be required to provide NCIT with other documentation and/or reports as required by NCIT. All such documentation and reports must be in the format specified by and acceptable to NCIT.

Failure to provide NCIT with acceptable Weekly Status Reports, other documentation or reports may result in delay of payment to the Contractor and/or disqualification of the Contractor to perform work on the SOW. If a Contractor repeatedly fails to provide NCIT with acceptable documentation or reports, the Contractor may be disqualified from performing any Services under this Agreement. NCIT will be the final judge of whether documentation and reporting requirements are being met by the Contractor.

#### **Other Considerations**

All personnel utilized by the Contractor in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of the Contractor or, if applicable, the Contractor's Agents and shall be in compliance with all applicable state, federal, and local laws relating to employees generally, including, without limitation, immigration laws.

The Contractor must ensure that all employees assigned to work under an SOW have the training and are qualified to perform the task(s) and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Contractor shall provide a replacement acceptable to the County.

NCIT will provide workspace and facilities for all Contractors performing Supplemental Staffing Services under an SOW, as appropriate.

NCIT will provide the necessary computer equipment and computer resources to meet the project requirements unless otherwise stated in the SOW.

**Pricing Schedule (Total Firm Fixed Prices)**

**Rates for this Contract will remain firm for the life of the Contract.** This does not preclude any Contractors from offering a Rate lower than the established Rate in the Agreement in response to any SOW. All Rates are to be inclusive of any travel, living, and related expenses. The County will not provide any extra compensation/reimbursement for this purpose.

**Contractor Performance Criteria**

NCIT has established specific Contractor performance criteria and shall monitor and measure performance to ensure compliance with contract standards. Contractors will be required to meet or exceed the following performance criteria:

1. **Certification of Employee Skill Sets and Capability to Perform Required Tasks.**

NCIT may disqualify, **for any reason**, personnel presented by the Contractor for assignment who prove incapable of performing specific tasks assigned as described in the SOW.

These issues may include, but are not limited to, the following:

- The individual represented by the Contractor and placed on assignment does not have the skill sets and experience required to meet the job description requirements.
- The resumes submitted by the Contractor in response to a posted SOW are not indicative of required skill sets.
- Upon interview of an employee based on the resume or other representation by the Contractor, NCIT determines that the employee does not have the required skill sets or experience.

Poor professional manner. This includes, but is not limited to the Minimum Service Standards outlined in Section 9 above.

If NCIT terminates personnel placed on assignment by the Contractor because the person's skill sets or experience are not as originally represented, NCIT shall not be responsible to pay the Contractor for that period. This also denotes Cause for termination of the Contract.

The Contractor **must** warrant that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the Information Technology industry.

NCIT will be the exclusive and final judge of whether there is misrepresentation

of a skill set, experience level, or professional manner lapses.

## **2. Personnel Substitution.**

The Contractor shall not substitute personnel assigned to the performance of an SOW without the prior written consent of the County and/or NCIT. The Contractor shall provide notice to NCIT for any desired substitution accompanied by the names and references of the recommended substitute personnel. NCIT will approve or disapprove of the requested substitution in a timely manner. Upon such termination, NCIT may request acceptable substitute personnel or terminate the SOW services provided by such personnel.

### **Contractor Disqualification**

A Contractor may be deemed unqualified by NCIT for repeatedly providing personnel who do not meet NCIT standards, failing to respond to NCIT requests, failing to promptly cure defects, continuing to omit or unsatisfactorily perform the required services, or for any other reason NCIT deems necessary.

Upon disqualification, the Vendor will no longer receive notification of SOWs released by NCIT.

NCIT reserves the right to remove from eligibility all Contractors that are inactive (have not responded to an SOW) for twelve (12) consecutive months during the Contract term.

### **Deliverables**

Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to NCIT, or destroyed as required by the County. Proprietary Contractor materials licensed to the County shall be identified to the County by the Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the Contractor requires the development of application or systems software, all software source and object code is the property of Nassau County.

### **Change Management Request**

A Change Management Request shall be required to authorize an amendment of the SOW in scope and/or dollar value.

No work requested in the Change Management Request may be performed until the Change Management Request has been approved and signed by both NCIT and the Contractor. However, a Change Management Request may require an amendment or advisement of the Agreement. In the case where an amendment or advisement of the Agreement is required, no work may be performed until the amendment or advisement

have been fully approved and executed by Nassau County and certified by the Clerk of the Legislature. The Contractor will be responsible for making sure all required approvals have been obtained prior to proceeding with any work on an SOW.

Nassau County will not be liable for any work performed without all necessary Nassau County approvals.

The Change Management Request will state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule and the appropriate approval signatures. The Change Management Request must also specify any changes to the completion deadlines specified in the SOW.

The Contractor shall be responsible for maintaining documentation denoting any changes agreed upon with the County.

## **APPENDIX B COST PROPOSAL**

### **Support Service Categories**

Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories listed in Appendix C ("Supplemental Staffing Support Service Categories"), the Contractor has provided their best rate which is listed in the column on this form based on the following:

- Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.
- Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.
- Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the Contractor has provided rates under which the Contractor will provide personnel that meet the qualifications of the Support Service Category(ies) as described in Appendix C. The rate provided for each category will be the maximum rate that a Contractor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

The Contractor's proposed personnel must have the requisite years of experience within the individual Support Service Category(ies). The Contractor cannot aggregate experience from different Support Service Categories.

Contractors, responding to an SOW, shall provide resumes that specify that the proposed personnel satisfy the qualifications required for the Qualification Level(s).

The Rates for this Agreement will remain firm for the life of the Agreement. This does not preclude any Contractor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.

In the case where the personnel requested must perform multiple categories of work simultaneously, the Contractor may charge the highest rate between all required categories at the level of skill required.

## APPENDIX B COST PROPOSAL

### Support Service Categories

Support Service Category Number	Support Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
1	Labor Support Services			
2	Clerical Support Services	\$ 29.95	\$ 34.95	\$ 44.95
3	Help Desk Support Services	\$ 49.95	\$ 64.95	\$ 69.95
4	Desktop Support Services	\$ 64.95	\$ 74.95	\$ 84.95
5	Database Management Services	\$ 99.95	\$ 119.95	\$ 139.95
6	EDMS Services	\$ 99.95	\$ 119.95	\$ 149.95
7	IT Training Services	\$ 64.95	\$ 84.95	\$ 94.95
8	Electronic Commerce/ EDI Services	\$ 99.95	\$ 119.95	\$ 149.95
9	Project Management Services	\$ 119.95	\$ 139.95	\$ 149.95
10	Microsoft Exchange Services	\$ 99.95	\$ 119.95	\$ 139.95
11	Computer Programming Services	\$ 99.95	\$ 119.95	\$ 139.95
12	System Programming Services	\$ 99.95	\$ 119.95	\$ 139.95
13	GIS Services	\$ 99.95	\$ 119.95	\$ 139.95
14	IT Support Staff Services – Data Center Operations	\$ 64.95	\$ 74.95	\$ 84.95
15	Network Security Services	\$ 119.95	\$ 139.95	\$ 149.95
16	Computer Systems Security Services	\$ 109.95	\$ 129.95	\$ 139.95
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	\$ 99.95	\$ 119.95	\$ 139.95
18	Technical Writing Services	\$ 64.95	\$ 84.95	\$ 94.95
19	Computer Systems Analysis Support Services	\$ 109.95	\$ 129.95	\$ 139.95
20	Unix and Linux System Administration Services	\$ 109.95	\$ 129.95	\$ 139.95
21	Web Environment Services	\$ 99.95	\$ 119.95	\$ 129.95
22	Software Engineering Services	\$ 109.95	\$ 139.95	\$ 149.95
23	Database Technical Services	\$ 99.95	\$ 119.95	\$ 139.95
24	Application Services for Servers/Blades	\$ 99.95	\$ 119.95	\$ 139.95
25	Wiring Technical Services	\$ 89.95	\$ 99.95	\$ 109.95
26	Wireless Networking Services	\$ 99.95	\$ 119.95	\$ 139.95
27	Network Support Services	\$ 99.95	\$ 119.95	\$ 129.95
28	Server Support Services	\$ 99.95	\$ 119.95	\$ 139.95
29	Project Support Services	\$ 119.95	\$ 139.95	\$ 149.95

## APPENDIX C

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

#### Qualification Levels

<b>Level 1</b> – Individuals with three (3) or more years but less than five (5) years' experience within the specific Support Service Category.
<b>Level 2</b> – Individuals with five (5) or more years but less than ten (10) years' experience within the specific Support Service Category.
<b>Level 3</b> – Individuals with ten (10) or more years' experience within the specific Support Service Category.

**Please Note:** The following Support Service Categories are employed to supplement or augment current Information Technology staff.

#### Support Service Categories

Support Service Category Number	Support Service Category	Description
1	Labor Support Services	<p>Manual labor services for Information Technology functions. No technical knowledge required. Tasks may include, but are not limited to, lifting (must be able to lift 50 lbs.), loading, unloading, unboxing, stacking, moving, transporting materials between locations in Nassau County, removing packaging, cleaning, carrying objects, basic record keeping tasks such as collecting and maintaining receiving logs, delivery receipts and any other documentation related to the above tasks.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
2	Clerical Support Services	<p>Basic clerical services for Information Technology functions. Tasks may include, but are not limited to, photocopying, filing, data entry, accepting/ processing deliveries, entering/ tracking requisitions and purchase orders, processing vendor payments, maintaining spreadsheets/ databases and maintaining vendor accounts.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>3</b>	<b>Help Desk Support Services</b>	<p>User support for all Information Technology products and services. Represents other Information Technology staff members and their services to the client community and ensures and verifies that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
<b>4</b>	<b>Desktop Support Services</b>	<p>Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, reading, interpreting, standards and procedures, ghosting, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
<b>5</b>	<b>Database Management Services</b>	<p>Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to, technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
6	EDMS Services	<p>Services specific to Electronic Document Management Systems (EDMS).</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, imaging/ digitizing, workflow, risk assessment, workflow analysis, document indexing/ queuing, workload management, system/ application/ network design and security advising, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/ media), performance monitoring/ measurement, systems stress testing/ benchmarking, collaborative tools (implies BPR), advising, briefings/ presentation, document and records retention/ archiving.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
7	IT Training Services	<p>Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to, needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and Help Desk training support.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>8</b>	<b>Electronic Commerce/ EDI Services</b>	<p>Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
<b>9</b>	<b>Project Management Services</b>	<p>Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to, project initiation, efficiency review, lifecycle management, configuration/control management planning, resource management, IV and V management, risk management and time and cost management analysis.</p>
<b>10</b>	<b>Microsoft Exchange Services</b>	<p>Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMWare and VSphere Virtualization. Tasks may include, but are not limited to, design, integration with Active Directory, importing/exporting AD objects, monitoring mailbox database availability groups (DAGS) and databases, email gateway/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, multi-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>11</b>	<b>Computer Programming Services</b>	Design, develop, and support County computer applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.
<b>12</b>	<b>System Programming Services</b>	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and System Generation programming.
<b>13</b>	<b>GIS Services</b>	<p>Services specific to various forms of Geographic Information Systems (GIS):</p> <ul style="list-style-type: none"> <li>• <u>Project Support Services</u> – Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, analysis, mapping, operation, digitizing, development, capacity planning, design, intranet, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS).</li> <li>• <u>Programming/ Analysis Services</u> - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, programming, systems analysis, project management, systems utilization, Oracle database management and systems design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>14</b>	<b>IT Support Staff Services – Data Center Operations</b>	Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.
<b>15</b>	<b>Network Security Services</b>	<p>Services specific to security on the County network.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, advising for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN).</li> <li>• <u>Other Services</u> - Tasks may include, but are not limited to, network security, LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, Firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.</li> </ul>
<b>16</b>	<b>Computer Systems Security Services</b>	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN.

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
17	<b>Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)</b>	<p>Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, automation, generate hand/computer drawings, interpret diagrams, create layouts, installation, implementation, configuration, scripting, integration, testing, modification, documentation, research, advise, recommend, strategic planning, maintenance, monitoring, troubleshooting, issue/ service disruption/ service convergence/ interconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
18	<b>Technical Writing Services</b>	<p>Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and Information Technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating systems, databases, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Software documentation for all types of audiences, from novice end users to system administrators, database developers and programmers.</li> <li>• Online help and web-based help.</li> <li>• Product specifications.</li> <li>• Project planning &amp; management.</li> <li>• Production and printing documentation.</li> <li>• Indexing of printed and online documents.</li> </ul> <p>Requires a previous, proven track record of producing quality documentation that is accurate, complete, concise and usable while meeting the needs and requirements of the County Department of Information Technology.</p>

## APPENDIX C

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

#### Support Service Categories

Support Service Category Number	Support Service Category	Description
19	Computer Systems Analysis Support Services	<p>Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, systems conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.</p>
20	Unix and Linux System Administration Services	<p>Services associated with the UNIX computers used by the County.</p> <p>Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/ component updates.</p>
21	Web Environment Services	<p>Services associated with the County's web environment.</p> <ul style="list-style-type: none"> <li>• <b><u>Programmatic Support</u></b> – Tasks may include, but are not limited to: <ul style="list-style-type: none"> <li>○ Web Designers - Graphic development of new content areas on site, ILWWCM education/support.</li> <li>○ Java Programmers – JSP understanding, web development, work with vendors.</li> </ul> </li> <li>• <b><u>Technical Support</u></b> - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.</li> </ul>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>22</b>	<b>Software Engineering Services</b>	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of tie-ins with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/ automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
<b>23</b>	<b>Database Technical Services</b>	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
<b>24</b>	<b>Application Services for Servers/Blades</b>	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.
<b>25</b>	<b>Wiring Technical Services</b>	<p>Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
26	<b>Wireless Networking Services</b>	Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.
27	<b>Network Support Services</b>	<p>Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>
28	<b>Server Support Services</b>	<p>Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, RedHat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements, design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>

## APPENDIX C

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

#### Support Service Categories

Support Service Category Number	Support Service Category	Description
29	Project Support Services	<p><b><u>Enterprise Services</u></b> – Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, Information Technology personnel recruiting, analysis, business/workflow process modeling, customer relationship/risk management, business continuity/ business information/ disaster recovery/ enterprise-wide strategic systems planning, Business Process Re-engineering (BPR)/ reverse engineering, Quality control/ quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and Independent Verification and Validation (IV&amp;V) testing.</p> <p><b><u>Graphics and Presentation</u></b> - Graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development.</p> <p><b><u>Middleware Integration</u></b> - Integrating middleware products for connecting disparate County applications/systems. Examples may include connections between enterprise resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration.</p> <p><b><u>Operational</u></b> - Services and processes relevant to Information Technology operations. Tasks may include, but are not limited to, work-flow analysis, design, prototyping, implementation, system migration, conversion, system/application, networking, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management.</p> <p><b><u>Organizational</u></b> - Services relevant to the Information Technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management.</p> <p><b><u>Planning</u></b> - Services relevant to planning Information Technology projects. Tasks may include, but are not limited to, requirements development, needs/risk assessment, evaluation, planning, feasibility study, strategizing, efficiency review, life cycle management, new systems/upgrade/exit migration strategies, Joint Application Development (JAD) sessions and project management.</p> <p><b><u>Research and Analysis</u></b> - Professional research on specific information technology topics and initiatives for the purpose of providing findings/ solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefings/ workshops/ conferences and presentations.</p>

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

i. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- i. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- ii. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within

thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- iii. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide the contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal

solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the

Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Dinesh Gulati \_\_\_\_\_ (Name)

560 Broad Hollow Rd, Ste 301, Melville, NY 11746 \_\_\_\_\_ (Address)

631-254-8600 x 205 \_\_\_\_\_ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.

3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

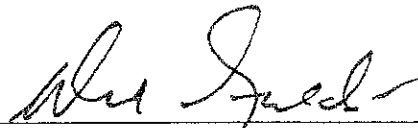
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/10/2015

Dated



Signature of Chief Executive Officer

Dinesh Gulati

Name of Chief Executive Officer

Sworn to before me this

10 day of June, 2015

Notary Public

JEAN GUIDO  
Notary Public, State of New York  
No. 01606077147  
Qualified in Suffolk County  
Term Expires 7/8/16

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** IIT Inc.

**CONTRACTOR ADDRESS:** 560 Broad Hollow Rd. Suite 301. Melville,  
NY 11747

**FEDERAL TAX ID #:** 113243959-01

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☒ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on January 20, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT, LIST net, and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Erick Butista, Bill Doughty, Anthony Paganini, Steven Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Erick Bautista, Robert McClean, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking (attached), twenty vendors were selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

***NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

June 10, 2015

Vandana Manucha  
Nassau County, Department of Information Technology  
240 Old Country Road  
Room 613  
Mineola, NY 11501

Ref: IIT Supplemental Staffing Contract

Dear Vandana:

Enclosed are

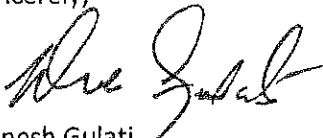
- 3 copies of signed/notarized contract agreement
- Insurance certificates
- Executive Order Form
- Check for administrative fees made out to Nassau County in the amount of \$533.00

Owner and Management Disclosure

- Dinesh Gulati, Managing Director / CEO, 100% ownership

If there is any further information required, do not hesitate to contact me

Sincerely,



Dinesh Gulati  
Managing Director  
IIT Inc.

560 Broad Hollow Rd, Ste 301, Melville NY 11747  
631-254-8600 ext 205  
dg@iit-inc.com

IIT Inc.  
6 Cornish Ct, Ste 101  
Huntington Sta., NY 11746  
631-254-8600  
www.iit-inc.com

CAPITAL ONE BANK  
CAPITAL ONE, N.A.  
50-791/214

009451

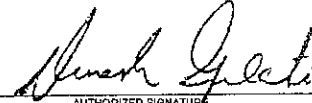
6/10/2015

PAY TO THE  
ORDER OF Nassau County

\$ \*\*533.00

Five Hundred Thirty-Three Only \*\*\*\*\* DOLLARS

Nassau County - Dept of IT  
240 Old Country Road, Rm 613  
Mineola, NY 11501

  
AUTHORIZED SIGNATURE

MP

MEMO  
Administrative Fees - Supplemental Staffing Contract

⑈009451⑈ ⑆021407912⑆ 7047943668⑈

SS Response			FINAL		IIT					
Service Category Number	Service Category	Selection Committee-Primary	Selection Committee-Secondary	Category Description	IIT	Contract requirements and proposed solution (0-5)	Vendor Profile (0-1)	Related Exp (0-2)		Total
2	Clerical Support Services	Susan Barnett		Basic clerical services for information technology functions. Tasks may include, but are not limited to: photocopying, filing, data entry, scanning/processing deliverables, entering/teaching resolutions and purchase orders, processing vendor payments, maintaining spreadsheets/databases and maintaining vendor accounts.	1	3.00	1.00	2.00		6.00
3	Help Desk Support Services	Bob Manchino	Erick Bautista, Ira Hill	User support for all information technology products and services. Represents other information technology staff members and their issues to the client community and ensures that users are provided with the most effective solution to their technical problem. Tasks may include, but are not limited to: technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk.	1	3.00	1.00	2.00		6.00
4	Desktop Support Services	Alex Demaio	Erick Bautista, Ira Hill	Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and cables. Tasks may include, but are not limited to: technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, reconfiguration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, testing, interpreting, standards and procedures, proofing, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims.	1	4.00	1.00	1.00		6.00
5	Database Management Services	Bill Doughy	Tarris Daniels, Jing Zhao	Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to: technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.	1	1.00	1.00	1.00		3.00
6	EDMS Services	Donna Neiland		Services specific to Electronic Document Management Systems (EDMS)  • Professional Services - Tasks may include, but are not limited to: imaging/digitizing, workflow/risk assessment, workflow analysis, document imaging/quality, workflow management, system/application/network design and security analysis, application development, project management, implementation and support services, system interface development, system integration strategies, document conversion (hardcopy to electronic or electronic to new system), media, performance monitoring/management, systems testing/benchmarking, collaborative tools (implied IP), archiving, backup/presentation, document and records retention/archiving.  • Programming Services - Tasks may include, but are not limited to: programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and testing. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.	1	4.00	1.00	2.00		7.00
7	IT Training Services	Ira Hill		Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to: needs assessment, needs analysis, skills gap analysis, training plan, training management software tool, course materials, course development and Help Desk training support.	1	3.00	1.00	1.00		5.00
8	Electronic Commerce/EOI Services	Anthony Paganini	Tence George	Services specific to various forms of electronic government/electronic data interchange (EDI) solutions and systems.  • Professional Services - Tasks may include, but are not limited to: analysis, design, web design, operation, monitoring, management, and maintenance.  • Programming Services - Tasks may include, but are not limited to: programming, systems analysis, project management, systems design, development, implementation and testing. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.	1	3.00	1.00	2.00		6.00
9	Project Management Services	Donna Neiland		Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to: project initiation, efficiency review, lifecycle management, configuration/control management, planning, resource management, IV and V management, risk management and time and cost management analysis.	1	4.00	1.00	2.00		7.00
10	Microsoft Exchange Services	Steve Barry	Steve Manson	Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMware and VMware Virtualization. Tasks may include, but are not limited to: design, integration with Active Directory, monitoring/exporting AD objects, monitoring mailbox database availability groups (DAGs) and databases, email delivery/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database user, performance design and management, scripting, Group Policy Administration, using monitors and consoles and managing a clustered Windows server environment.	1	2.00	1.00	1.00		4.00

11	Computer Programming Services	Christine Levitsky	Anthony Paganini, Patty Laskaris	Design, develop, and support County computer applications. Tasks may include, but are not limited to: analysis, requirements definition, design, development, enhancement, and administration of the local (COCS) and/or software packages, jobware/data conversion, migration, change management, installation, implementation of third party database design/data update, debugging, testing, troubleshooting, upgrades, issue resolution, support, project management, training, script creation, job scheduling, interfacing backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.	1	3.00	1.00	1.00	5.00
12	System Programming Services	Bob Mancino	Patty Laskaris	Installation and/or updating of the systems or components associated with the IBM mainframe computer used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and system generation programming.	1	3.00	1.00	2.00	6.00
13	GIS Services	Erick Bautista	Anthony Paganini	Services specific to various forms of Geographic Information Systems (GIS). • Project Support Services - Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of GIS software. Tasks may include, but are not limited to, analysis, mapping, operation, debugging, development, capacity planning, design, internal, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS). • Programming/Analysis Services - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of GIS software. Tasks may include, but are not limited to, programming, system analysis, project management, systems utilization, Oracle database management and system design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skills and experience with enterprise systems, languages, techniques and communications.	1	4.00	1.00	2.00	7.00
14	IT Support Staff Services – Data Center Operations	Bob Mancino	Steve Barry	Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.	1	3.00	1.00	2.00	6.00
15	Network Security Services	Rob McClean	Alex Demajo, Doug Rodriguez	Services specific to security on the County network. • Professional Services - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, adding for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN). • Other services - Tasks may include, but are not limited to, network security/LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.	1	2.00	1.00	1.00	4.00
16	Computer Systems Security Services	Alex Demajo	Rob McClean	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform. Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, spy and VPN.	1	3.00	1.00	1.00	5.00
17	Telecommunication Services (Analog Phone/ Digital Phone/ Voip)	Alex Demajo	Drew Gumpert	Services specific to maintaining Nassau County's telecommunication system including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, installation, generate hand/computer drawings, interpret diagrams, create signals, installation, implementation, configuration, wiring, integration, testing, modification, documentation, research, advice, recommend, strategic planning, maintenance, monitoring, troubleshooting, issue/service description, service convergence, fiberconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory.	1	3.00	1.00	1.00	5.00
18	Technical Writing Services	Ira Hill	Drew Gumpert	Must have and maintain a valid and clean driver's license. Must be able to provide transportation. Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and information technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating systems, database, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to: • Software documentation for all types of audiences, from novice and users to system administrators, database developers and programmers. • Online help and web-based help. • Product specifications. • Project planning & management. • Production and printing documentation. • Indexing of printed and online documents. Requires a previous, proven track record of producing quality documentation that is accurate, complete, concise and usable while meeting the needs and requirements of the County Department of Information Technology.	1	3.00	1.00	1.00	5.00
19	Computer Systems Analysis/Support Services	Steve Barry	Alex Demajo, Rob McClean	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, design, testing, research, problem identification, evaluation, recommendation, completion, disaster planning, recovery, backup/recovery, data recovery, modeling predictive scenarios, design, implementation, configuration, integration, validation/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.	1	2.00	1.00	1.00	4.00
20	Unix and Linux System Administration Services	Bill Doughy	Rob Muck	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system component updates.	1	1.00	1.00	1.00	3.00

21	Web Environment Services	Anthony Paganini	Tence George	<ul style="list-style-type: none"> <li>Services associated with the County's web environment.</li> <li>Programmatic support - Tasks may include, but are not limited to: <ul style="list-style-type: none"> <li>o Web Designers - Graphic development of new content areas on the LUYMCA website/transport</li> <li>o Java Programmers - JSP development, web development, work with vendors.</li> <li>o Technical Support - Tasks may include, but are not limited to: WebSphere support, Websphere, Tomcat/Jakarta support.</li> </ul> </li> </ul>	1	4.00	1.00	2.00	7.00
22	Software Engineering Services	Christine Levitsky	Anthony Paganini, Patty Laskaris	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of the fit with other systems and platforms within the proposed domain. Tasks may include, but are not limited to, requirements analysis, collaboration, coding (approximately 50% of time), test/building proof of concept/ automation tools, consistent development practices (tools and common components), testing, API speed and code reviews.	1	3.00	1.00	1.00	5.00
23	Database Technical Services	Bill Dougherty	Tarris Daniels, Jing Zhao	Operational database services for Nassau County. Resolve working web developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development, and report review	1	1.00	1.00	1.00	3.00
24	Application Services for Servers/Blades	Steve Barry	Anthony Paganini	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.	1	2.00	1.00	1.00	4.00
25	Wiring Technical Services	Ira Hill	Drew Gumpert	Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance twisted pair media, frame wiring, test equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premises systems and their products and test equipment needed to install and maintain them and SIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands on lab exercises including fusion splicing and OTDR testing.	1	3.00	1.00	1.00	5.00
26	Wireless Networking Services	Doug Rodriguez	Justin Marcotte	Must have and maintain a valid and clean driver's license. Must be able to provide transportation. Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and implementation.	1	3.00	1.00	1.00	5.00
27	Network Support Services	Alex Demaio	Rob McClean, Steve Barry	Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/technical/user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, project scheduling software/firmware, troubleshooting, configure and install wireless devices/switches/routers/hubs and maintain equipment comprising LAN, WAN and internet connectivity.	1	3.00	1.00	1.00	5.00
28	Server Support Services	Steve Barry	Alex Demaio	Must have a valid and clean driver's license. Must be able to provide transportation. Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, Redhat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/business/technical requirements, design, development, implementation, installation, upgrading, project scheduling, setup, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution.	1	2.00	1.00	1.00	4.00

29	Project Support Services	Donna Neiland					
		<p><b>Enterprise Services</b> - Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, information technology personnel recruiting, analysis, database/schema design, process modeling, customer relationship/retention management, business continuity/business information disaster recovery/ enterprise-wide strategic systems planning, Business Process Re-engineering (BPR), reverse engineering, Quality control/ quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and independent verification and validation (IV&amp;V) testing.</p> <p><b>Graphics and Presentation</b> - Graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development.</p> <p><b>Middleware Integration</b> - Integrating middleware products for connecting disparate County applications/systems. Examples may include connections between enterprise resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration.</p> <p><b>Operational</b> - Services and processes relevant to information technology operations. Tasks may include, but are not limited to, workflow analysis, design, prototyping, implementation, system migration, conversion, system/application, networking, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management.</p> <p><b>Organizational</b> - Services relevant to the information technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management.</p> <p><b>Planning</b> - Services relevant to planning information technology projects. Tasks may include, but are not limited to, requirement development, needs/risk assessment, evaluation, planning, feasibility study, strategizing, efficiency review, life cycle management, new systems/upgrades/roll migration strategies, Joint Application Development (JAD) sessions and project management.</p> <p><b>Research and Analysis</b> - Professional research on specific information technology topics and initiatives for the purpose of providing findings/ solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefing/ workshops/ conferences and presentations.</p>	1	4.00	1.00	2.00	7.00

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VENDOR ADDRESS : 6 CORNISH CT. STE 101

COUNTRY : HUNTINGTON STATION NY 11746  
ALPHA VENDOR : USA  
BANK NUMBER : IIT INC.  
DUE DATE :  
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END DATE	:		

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# REQUEST FOR PROPOSALS

*Supplemental Staffing*

RFP #: IT0116-1501

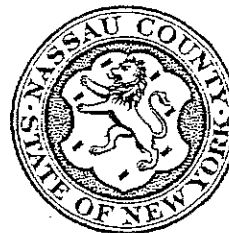
Issue Date:

January 20, 2015

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Nassau County  
Long Island, New York

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## TABLE OF CONTENTS

This RFP contains the following sections:

	Page(s)
A. Introduction	3
B. Anticipated Proposal Schedule	3
C. Scope of Services	3
D. Contract Term	9
E. Mandatory Proposal Response Requirements	9
F. Proposal Submission Instructions	10
G. Contract Proposal Evaluation Criteria	11
H. General Information	12
I. General Conditions for Proposers	14
J. Additional Demonstrative Materials	14
K. Award of Contract	15
L. Protest Policy	15
M. Acceptance	15
Appendices:	
Appendix A – Cost Proposal	16
Appendix B – Program Description and Supp. Staff. Service Summary	19
Appendix C – Business History Form	20
Appendix D – Principal Questionnaire Form	27
Appendix E – Standard Clauses for Nassau County Contracts	31
Appendix EE – Equal Employ. Opportunities for Minorities and Women	39
Appendix L – Living Wage Law Certificate of Compliance	44
Exhibit 1 – Supplemental Staffing Support Service Categories	46
Exhibit 2 – Vendor Contact Information	54

## Request For Proposal (RFP)

### **A. Introduction**

The Department of Information Technology ("NCIT") of Nassau County, New York (the "County") is currently seeking proposals from Qualified Vendors ("Qualified Vendors") located and authorized to do business in the State of New York, to provide Supplemental Staffing Services ("Supplemental Staffing Services") to NCIT. The purpose of the RFP is to provide Nassau County with proposals that will culminate in the development and execution of a contract with one or more vendors who NCIT determines to be eligible to provide Supplemental Staffing Services for procurement by NCIT. To the extent permitted by law, the County intends to include terms and conditions to allow municipalities and other governmental entities to "piggy back" onto/order services through the use of the contract awarded by the County to the winning proposer(s) pursuant to this RFP process.

NCIT may select vendors from among responding vendors based on a thorough analysis of each business's ability to provide the County with the highest quality services at the most cost-effective fees.

Nassau County is committed to policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

### **B. Anticipated Proposal Schedule**

RFP Issue Date	January 20, 2015
Bidder's Conference/Vendor Questions	February 4, 2015
Question Responses	February 23, 2015
Proposal Due Date	March 30, 2015
Oral Presentation, if necessary	Week of April 20, 2015
Award Date	On or about May 18, 2015

Dates indicated above are subject to change at the sole discretion of the County.

### **C. Scope of Services**

NCIT established the Scope of Services ("Scope") outlined below to implement and support County program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming Statements of Work ("SOWs") may request additional services and terms to support the goals of the County.

#### **1. Purpose.**

The intent of this RFP is to identify Qualified Vendors that will provide flexibility for NCIT to meet the challenges and opportunities it encounters resulting from new government initiatives, increasing citizen expectations for better and more responsive services, and business and program requirements that are more demanding for economical operations and improved outcomes. NCIT seeks to have under contract Qualified Vendors, who are ready, willing and able to provide Supplemental Staffing Services to the County.

*\*Qualified Vendors must be able to demonstrate the ability to “float” up to \$250,000 during billing reconciliation without an impact to service or individual staff members.*

The resulting contracts will enable NCIT to make use of Supplemental Staffing Services in a timely fashion while meeting more exacting quality standards and obtaining competitive prices from the marketplace thus ensuring County Departments enjoy uninterrupted service. To ensure that NCIT meets the objectives of its Supplemental Staffing Service Projects this RFP seeks to accomplish the following:

- Establish Qualified Vendor lists for Supplemental Staffing Services in a wide variety of Support Service Categories.
- Create a maximum rate per Support Service Category which Qualified Vendors can charge for specific skillsets.
- Permit a Qualified Vendor to offer less than the maximum rate per Support Service Category when requested to respond to a specific SOW.
- Permit a vendor to charge the highest rate between all required Support Service Categories at the level of skill required in the case where an SOW requires the personnel requested to perform multiple categories of work simultaneously.
- Provide an efficient mechanism for submitting Supplemental Staffing requirements through a centralized administrative process.

## 2. General Scope and Process.

NCIT is seeking to develop a Supplemental Staffing Services contract to expedite the procurement of Services required in a rapidly changing technological environment. The intent of this RFP is to develop a contract with one or more vendors who NCIT determines through this RFP process to be eligible to provide one or more of the required Supplemental Staffing Services for the County. Vendors awarded a contract under this RFP will be eligible to respond to any SOW issued by NCIT for which it has the necessary skill set(s) and experience described below in further detail.

To become eligible to provide Supplemental Staffing Services a Vendor must submit an acceptable and qualified proposal in response to the RFP. Upon review, the selection committee shall grant a notice of award, as discussed below, to the winning proposer(s) and all eligible vendors. Each award for Supplemental Staffing Services shall identify the specific Support Service Category for which the vendor shall be eligible to provide Services to the County and the vendor shall enter into contract negotiations culminating in a Supplemental Staffing Services contract (the “Contract”). Said contract shall contain the Standard Clauses for Nassau County Contracts annexed hereto as Appendix E. Upon execution of the Contract, the vendor will be deemed qualified to provide services, as defined herein (the “Qualified Vendor”).

Once Contracts are in place and from time to time, NCIT may issue an SOW for a project requiring Supplemental Staffing Services. NCIT will send the SOW to those Qualified Vendors previously identified as able to provide the Supplemental Staffing Services required under that specific SOW. Qualified Vendors shall review the SOW and submit offers to

provide the Supplemental Staffing Services needed under the SOW and for the specific Supplemental Staffing Services, indicate an hourly rate that is equal to or less than the rate proposed in their original response to this RFP. Qualified Vendors must also submit resume(s) of the staff that will be providing Supplemental Staffing Services for the SOW. NCIT may, in its discretion, select one or more Qualified Vendors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Qualified Vendors to provide Supplemental Staffing Services under the SOW.

Please be advised that Qualified Vendors are not guaranteed work under a Contract. Rather, the Contract gives Qualified Vendors the eligibility to bid on a particular SOW for which it can provide the necessary Supplemental Staffing Services.

a. Individual Statements of Work.

When NCIT has a project requiring Supplemental Staffing Services, an SOW describing in detail the project requiring Supplemental Staffing Services will be issued to each Qualified Vendor under contract who is eligible to provide the specific type of Supplemental Staffing Service needed.

Notwithstanding the expiration of the Contract between the Qualified Vendor and the County, an individual SOW may require the Qualified Vendor's personnel to work beyond the termination date of the Contract to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Contract to extend the term for the period the Qualified Vendor's personnel is needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- Support Service Category(ies) required.
- Qualification Level of personnel needed to perform the Supplemental Staffing Services, including the years of work experience required of personnel within the specific Support Service Category(ies) requested and demonstrable expertise.

*NCIT will allow Qualified Vendors a specific period of time from the time NCIT issues an SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the job description(s) and skill set requirements.*

b. Requirements.

The Vendor must document that it has a minimum of three (3) employees on staff at all times, by providing names and references for at least that amount of employees.

The Vendor must be in existence and operating as a business for a minimum of twelve (12) months prior to responding to this RFP.

## Services Required

For a vendor to be deemed an eligible vendor under this RFP, the vendor must demonstrate its ability to provide services with proposed rates for a minimum of ten (10) support service categories (the "Support Service Categories") listed below and as more fully described in Exhibit 1 - Supplemental Staffing Services.

1. Labor Support Services
2. Clerical Support Services
3. Help Desk Support Services
4. Desktop Support Services
5. Database Management Services
6. EDMS Services
7. IT Training Services
8. Electronic Commerce/ EDI Services
9. Project Management Services
10. Microsoft Exchange Services
11. Computer Programming Services
12. System Programming Services
13. GIS Services
14. IT Support Staff Services -- Data Center Operations
15. Network Security Services
16. Computer Systems Security Services
17. Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)
18. Technical Writing Services
19. Computer Systems Analysis Support Services
20. Unix and Linux System Administration Services
21. Web Environment Services
22. Software Engineering Services
23. Database Technical Services
24. Application Services for Servers/Blades
25. Wiring Technical Services
26. Wireless Networking Services
27. Network Support Services
28. Server Support Services
29. Project Support Services

## Other Considerations

- 1) Qualified Vendors must ensure that all employees assigned to work under an SOW have the training to perform the task and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Qualified Vendor shall provide a replacement acceptable to the County.
- 2) NCIT will provide workspace and facilities for all Qualified Vendors performing Supplemental Staffing Services under an SOW, as appropriate.
- 3) NCIT will provide the necessary computer equipment and computer resources to meet the project requirements unless otherwise stated in the SOW.

## Pricing Schedule (Total Firm Fixed Prices)

Details of pricing requirements and general information on pricing are attached as Appendix A Cost Proposal.

### 1. Rate Ranges

Vendors *must* provide rates for a minimum of ten (10) Support Service Categories. Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders must provide their best rate in the column *on this form* or a duplicate of this form based on the following:

Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.

Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.

Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the vendor shall provide rates under which the vendor will provide professionals that meet the qualifications of the Support Service Category as described in **Exhibit 1 Supplemental Staffing Services**. The rate provided in each category will be the maximum rate that a vendor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

Vendor's proposed individuals must have the requisite years of experience within individual Support Services Categories. Vendor cannot aggregate experience from different Support Service Categories.

Qualified Vendors, responding to an SOW, shall provide resumes or other documentation that the proposed individuals satisfy the qualifications required for the Support Service Category(ies) and Qualification Level(s).

*Rates for this Contract will remain firm for the life of the Contract.* This does not preclude any Qualified Vendor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel, living, and related expenses. The County will not provide any extra compensation/reimbursement for this purpose.

### Vendor Performance Criteria

NCIT has established specific Qualified Vendor performance criteria and shall monitor and measure performance to ensure compliance with contract standards. Qualified Vendors will be required to meet or exceed the following performance criteria:

#### 1) Certification of Employee Skill Sets and Capability to Perform Required Tasks.

NCIT may disqualify, **for any reason**, personnel presented by the Qualified Vendor for assignment who prove incapable of performing specific tasks assigned as described in the SOW.

These issues may include, but are not limited to, the following:

- The individual represented by the Qualified Vendor and placed on assignment does not have the skill sets and experience required to meet the job description requirements.
- The resumes submitted by the Qualified Vendor in response to a posted SOW are not indicative of required skill sets.
- Upon interview of an employee based on the resume or other representation by the Qualified Vendor, NCIT determines that the employee does not have the required skill sets or experience.
- Poor professional manner. This includes, but is not limited to the Minimum Service Standards outlined in Appendix E – Standard Clauses for Nassau County Contracts.

If NCIT terminates personnel placed on assignment by the Qualified Vendor because the person's skill sets or experience are not as originally represented, NCIT shall not be responsible to pay the Qualified Vendor for that period. This also denotes Cause for the termination of the Contract.

The Vendor *must* warrant that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the Information Technology industry.

NCIT will be the exclusive and final judge of whether there is misrepresentation of a skill set, experience level, or professional manner lapses.

## **2) Personnel Substitution.**

The Qualified Vendor shall not substitute personnel assigned to the performance of an SOW without the prior written consent of the County and/or NCIT. The Qualified Vendor shall provide notice to NCIT for any desired substitution accompanied by the names and references of the recommended substitute personnel. NCIT will approve or disapprove the requested substitution in a timely manner. Upon such termination, NCIT may request acceptable substitute personnel or terminate the SOW services provided by such personnel.

### **Qualified Vendor Disqualification**

A Qualified Vendor may be deemed unqualified by NCIT for repeatedly providing personnel who do not meet NCIT standards, failing to respond to NCIT requests, failing to promptly cure defects, continuing to omit or unsatisfactorily perform the required services, or for any other reason NCIT deems necessary.

Upon disqualification, the Vendor will no longer receive notification of SOWs released by NCIT.

### **D. Contract Term**

It is the intent to award a contract for a three year period with the option to renew for two additional one year terms, for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract. Contract renewal is at the sole discretion of the County.

NCIT reserves the right to remove from eligibility all vendors that are inactive (have not responded to an SOW) on the resulting Contract for twelve (12) consecutive months during the Contract term.

### **E. Mandatory Proposal Response Requirements**

All proposals shall remain in effect for a period of 180 days beyond the deadline for submission of proposals. The use of the terms "shall," "must," or "will" in this RFP, indicates a mandatory requirement or condition. The words "should" or "may" in this RFP, indicates desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such a desirable feature will not by itself cause rejection of a proposal.

The Vendor *must* organize the proposals in the exact order presented in the RFP. Vendors *must* place page numbers on each page. The proposal *must* contain a table of contents that cross-references the RFP requirement and the specific page of the response in the Vendor's proposal. Each paragraph in the proposal *must* correspond to and reference the paragraph number in the corresponding section of the RFP. The Vendor *must* repeat the paragraph number, sub-number, and heading as presented in the RFP. If a response covers more than one page, the Vendor *must* repeat the paragraph number and sub-number at the top of the subsequent page.

All Proposals must follow this outline and contain the following:

1. Cost Proposal Form attached as Appendix A and completion and submission of the "Non-Collusive Proposal Certification" page that follows Appendix A.
2. Narrative response attached as Appendix B, which must contain a complete written description of the vendor's Proposal.
3. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the vendor's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

4. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.
5. All submissions must be signed on the designated signature line by an officer or authorized agent of the vendor.
6. A Living Wage Law Certificate of Compliance, attached as Appendix L.
7. Additional information that you believe pertinent to the County's requirements.
8. A statement that the proposer has registered with the County as a vendor.

**F. Proposal Submission Instructions.**

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

In addition, any vendor that has not already registered with the County *must* do so by going to the Vendor Registration section of the County website at <https://eproc.nassaucountyny.gov/SupplierRegister>.

The proposals must be signed by an individual who is authorized to bind the vendor to all commitments made in the proposal. The original and five (5) printed copies of the proposal, together with all attachments and an electronic version (CD), must be submitted to the County in a sealed opaque envelope no later than 9:00a.m. EST on March 30, 2015. No telegraphic or facsimile proposals will be accepted. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

Vendors are required to provide contact information in their RFP Response. Each vendor *must* include Exhibit 2, Vendor Contact Information in the proposal package. Eligible vendors that have subsequent changes to their contact information *must* provide the changes to NCIT within ten (10) business days of the change. **Failure to do so may result in removal from the contract.**

It is each vendor's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications, the Standard Clauses for Nassau County Contracts, and any other terms and conditions. It is further the vendor's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Violation of these provisions may result in immediate disqualification. Proposers must submit all proposals and direct all responses, questions, and any other communications to the following authorized contact:

Nassau County Department of Information Technology  
240 Old Country Road – Room 608  
Mineola, New York 11501  
Email: [SupStaffRFP@nassaucountynv.gov](mailto:SupStaffRFP@nassaucountynv.gov)

The County will respond to written vendor questions submitted during the time period allotted above in Section B, Anticipated Proposal Schedule, of the RFP.

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made. The vendor shall contact the authorized person via e-mail.

### G. Contract Proposal Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss their proposal elements in more detail should the selection committee request such.

The County reserves the right to award all or any part of this project to a single or multiple vendors, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served. The selection committee will evaluate and select vendors whose proposals are deemed to be the most advantageous to the County. The County's selection committee will evaluate each proposal and use the following for scoring each submission:

Contract Requirements and Proposed Solution	50%
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Overall responsiveness of the proposal; proposal detail, completeness and clarity. Demonstration of a clear understanding of the requirements portion of the RFP; clear description of the staffing abilities, levels of experience and expertise needed to satisfy the defined RFP requirements.

Vendor Profile: Organization, Capacity, Staffing, Resumes	10%
---	-----

Financial stability of the company, substantiation of sound organizational structure as well as the ability to provide staff with levels of experience and expertise needed for each service required in a timely fashion.

Related Experience	20%
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Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor performing services of this type, including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP; The readiness of the Vendor to work within the required timeframe: Quality of the Vendor references and reputation based on past performance.

## Proposed Rates for Support Service Categories 20%

To be eligible to participate in this process the Vendor must propose rates for a minimum of ten (10) Support Service Categories as defined in Section C Scope of Services. The County will consider any other relevant factors as determined by the selection committee to be useful and assist the evaluation committee in the selection process. The evaluation committee will determine which vendors meet the specifications in the RFP and will send contract award notices to those vendors. The County and the vendors will then enter contract negotiations to establish a contract.

### H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services solicited herein. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County may award contracts to as many or as few vendors as NCIT deems necessary. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. This contract shall contain the Standard Clauses for Nassau County Contracts attached hereto as Appendix E. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. Notwithstanding the foregoing, the contract may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all or any aspects of services and fees. *Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.*

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the proposers. Each offer, therefore, should be submitted in the most favorable terms that the proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the proposers. In addition, the County reserves the right to make on-site visits to the proposer's place of business to assess and/or evaluate the proposer's qualifications. Any additional requests from the County are at the County's sole discretion. The Vendor's initial proposal should be as complete as possible and should reflect the most favorable terms to the County.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the proposer in advance of such disclosure to enable the proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
  - i. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
  - ii. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
  - iii. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
  - iv. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of a proposal.

10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of how the Proposer will use the sub-contractor and the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

**I. General Conditions for Proposers**

1. The Proposer will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. The Proposer is bound by and shall comply with the terms of Appendix EE and to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, the County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are charged with a misdemeanor or felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

**J. Additional Demonstrative Materials**

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal, but should avoid including glossy marketing material that is not pertinent to the RFP.

**K. Award of Contract**

The County shall select vendor(s) by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the vendor, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

The County may award contracts to as many or as few vendors as NCIT deems necessary. Each Qualified Vendor will have the opportunity to offer its Services, for which it has been qualified, in response to the issuance of an SOW. There is no guaranty that a Qualified Vendor awarded a Contract will be awarded an SOW. Qualified Vendors under Contract who offer the best terms to the County will be chosen under an SOW to perform the specified Services.

The County reserves the right to request a "best and final offer" to the RFP.

**L. Protest Policy**

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

**M. Acceptance**

The vendor shall make all investigations necessary to inform itself regarding the work or services to be furnished.

*Submission of any proposal indicates a vendor's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal under a section titled "Exceptions to Terms and Conditions." Each exception must be listed with a rationale explaining the vendor's position on the issue.*

## APPENDIX A COST PROPOSAL

### Support Service Categories

Bidders *must* provide rates for Support Service Categories. Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders must provide their best rate in the column *on this form* or a duplicate of this form based on the following:

- Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.
- Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.
- Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the vendor shall provide rates under which the vendor will provide personnel that meet the qualifications of the Support Service Category as described in Exhibit 1. The rate provided in each category will be the maximum rate that a vendor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

The Vendor's proposed personnel must have the requisite years of experience within the individual Support Service Categories. The Vendor cannot aggregate experience from different Support Service Categories.

Qualified Vendors, responding to an SOW, shall provide resumes that specify that the proposed personnel satisfy the qualifications required for the Qualification Level(s).

The Rates for this Contract will remain firm for the life of the Contract. This does not preclude any Qualified Vendor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.

Service Category Number	IT Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
1	Labor Support Services	\$	\$	\$
2	Clerical Support Services	\$	\$	\$
3	Help Desk Support Services	\$	\$	\$
4	Desktop Support Services	\$	\$	\$
5	Database Management Services	\$	\$	\$
6	EDMS Services	\$	\$	\$
7	IT Training Services	\$	\$	\$
8	Electronic Commerce/ EDI Services	\$	\$	\$
9	Project Management Services	\$	\$	\$
10	Microsoft Exchange Services	\$	\$	\$
11	Computer Programming Services	\$	\$	\$
12	System Programming Services	\$	\$	\$

Service Category Number	IT Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
13	GIS Services	\$	\$	\$
14	IT Support Staff Services – Data Center Operations	\$	\$	\$
15	Network Security Services	\$	\$	\$
16	Computer Systems Security Services	\$	\$	\$
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	\$	\$	\$
18	Technical Writing Services	\$	\$	\$
19	Computer Systems Analysis Support Services	\$	\$	\$
20	Unix and Linux System Administration Services	\$	\$	\$
21	Web Environment Services	\$	\$	\$
22	Software Engineering Services	\$	\$	\$
23	Database Technical Services	\$	\$	\$
24	Application Services for Servers/Blades	\$	\$	\$
25	Wiring Technical Services	\$	\$	\$
26	Wireless Networking Services	\$	\$	\$
27	Network Support Services	\$	\$	\$
28	Server Support Services	\$	\$	\$
29	Project Support Services	\$	\$	\$

The undersigned hereby certifies his or her compliance with the following:

**"NON-COLLUSIVE PROPOSAL CERTIFICATION"**

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: \_\_\_\_\_  
(Signature)

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

## APPENDIX B

### PROGRAM DESCRIPTION AND SUPPLEMENTAL STAFFING SERVICE SUMMARY

Please provide a complete written description of the Proposal, including the following information:

- a. Staffing: Full biographies of firm principals as well as staff expected to be assigned to this project. For bios of staff expected to be assigned to this project each biography must include verifiable work history along with photocopies of required certifications and qualifications.
- b. Detail prior experience with public sector clients (similar size and scope).
- c. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect to this proposal.
- d. Demonstrate capabilities and past experience by providing at least three (3) detailed references from clients who have received applicable Supplemental Staffing Services (similar size and scope).
- e. Detail prior experience in the Support Service Categories for which the vendor is capable of providing Services.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: \_\_\_\_\_  
(Signature)

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPENDIX C**  
**BUSINESS HISTORY FORM**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: \_\_\_\_\_

1. Proposer's Legal Name: \_\_\_\_\_

2. Address of Place of Business: \_\_\_\_\_

List all other business addresses used within last five years:

3. Mailing Address (if different): \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? \_\_\_\_\_

4. Federal I.D. Number: \_\_\_\_\_

5. Dun and Bradstreet number: \_\_\_\_\_

6. The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation  
\_\_\_\_\_ Other

Other (Describe): \_\_\_\_\_

7. Does this business share office space, staff or equipment expenses with any other business?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please provide details: \_\_\_\_\_

8. Does this business control one or more other businesses? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please provide details: \_\_\_\_\_

9. Does this business have one or more affiliates, and/or is it a subsidiary of or controlled by, any other business? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, provide details: \_\_\_\_\_

10. Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_\_ No \_\_\_\_ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract): \_\_\_\_\_
11. Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_\_ No \_\_\_\_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets. \_\_\_\_\_
12. In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_\_ No \_\_\_\_ If Yes, provide details for each such investigation. \_\_\_\_\_
13. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_\_ No \_\_\_\_ If Yes, provide details for each such investigation. \_\_\_\_\_
14. Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a. Any felony charge pending? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge: \_\_\_\_\_
- b. Any misdemeanor charge pending? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge: \_\_\_\_\_

- c. In the past 10 years, have you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such conviction: \_\_\_\_\_
- d. In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such conviction: \_\_\_\_\_
- e. In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such occurrence: \_\_\_\_\_
15. In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance. \_\_\_\_\_
16. For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17. Conflict of Interest:

1. Please disclose:

- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
- (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

2. Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

## ATTACHMENTS TO BUSINESS HISTORY FORM

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments;
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_



Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, \_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
Notary Public

*Name of submitting business:* \_\_\_\_\_

By: \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**APPENDIX D**  
**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

1. Principal name: \_\_\_\_\_

SSN: \_\_\_\_\_

Date of birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Home address: \_\_\_\_\_

City/state/zip: \_\_\_\_\_

Business address: \_\_\_\_\_

City/state/zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Other present address(es): \_\_\_\_\_

City/state/zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached.

2. Positions held in submitting business and starting date of each (check all applicable):

President \_\_\_\_ / \_\_\_\_ / \_\_\_\_      Treasurer \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Chairman of Board \_\_\_\_ / \_\_\_\_ / \_\_\_\_      Shareholder \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Chief Executive Officer \_\_\_\_ / \_\_\_\_ / \_\_\_\_      Secretary \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Chief Financial Officer \_\_\_\_ / \_\_\_\_ / \_\_\_\_      Partner \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Vice President \_\_\_\_ / \_\_\_\_ / \_\_\_\_      Other \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No \_\_\_\_ Yes \_\_\_\_; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No \_\_\_\_ Yes \_\_\_\_; If Yes, provide details.

NOTE : An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
  - a. Been debarred by any government agency from entering into contracts with that agency? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.).
  - a. Is there any felony charge pending against you? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge.
  - b. Is there any misdemeanor charge pending against you? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge.

- c. Is there any administrative charge pending against you? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such charge.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such conviction.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No \_\_\_\_ YES \_\_\_\_ If Yes, provide details for each such conviction.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? No \_\_\_\_ Yes \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? No \_\_\_\_ Yes \_\_\_\_ If Yes; provide details for each such investigation.
- 11) In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO \_\_\_\_ YES \_\_\_\_ If Yes; provide details for each such instance.
- 12) For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO \_\_\_\_ YES \_\_\_\_ If Yes, provide details for each such year.

# **CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, \_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this      day of                      2014

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name of submitting business

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**APPENDIX E**  
**STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS**

1. **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. **No Arrears or Default.** The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. **Compliance with Law.** (a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) **Nassau County Living Wage Law.** Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, the Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) **Records Access.** The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

4. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his, or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Deliverables.

Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to NCIT, or destroyed as required by the County. Proprietary Qualified Vendor materials licensed to the County shall be identified to the County by the Qualified Vendor prior to use or provision of Services hereunder and shall remain the property of the Qualified Vendor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the Qualified Vendor requires the development of application or systems software, all software source and object code is the property of Nassau County.

6. Acceptance Criteria.

In the event that an SOW defines the need for the Qualified Vendor to provide specific Deliverable(s), NCIT shall notify the Qualified Vendor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance by NCIT shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria NCIT may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Qualified Vendor fails to promptly cure the defect or replace the Deliverable(s), NCIT reserves the right to cancel the SOW, contract with a different Qualified Vendor, or another vendor if no Qualified Vendor is able to perform the required Supplemental Staffing Services, and to invoice the original Qualified Vendor for any differential in price over the original SOW price.

When NCIT rejects any Deliverable(s), the Qualified Vendor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County. Rejected items may be regarded as abandoned if not removed by Qualified Vendor as provided herein.

7. Warranty.

(a) The Qualified Vendor shall provide a warranty for all Deliverables or products specified in and furnished by or through the Qualified Vendor under an SOW. All products or Deliverables

provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period") provided that no modifications, other than modifications contemplated by or consented to by the Qualified Vendor, are made to the Deliverables or their system environment by any party other than Qualified Vendor.

(b) The Qualified Vendor further warrants and represents that products or Deliverables specified and furnished by or through the Qualified Vendor under an SOW shall individually, and where specified by the Qualified Vendor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period provided that no modifications, other than modifications contemplated by or consented to by the Qualified Vendor, are made to the Deliverables or their system environment by any party other than the Qualified Vendor. During the Project Warranty Period, defects in the products or Deliverables specified and furnished by or through the Qualified Vendor shall be repaired or replaced by the Qualified Vendor at no cost or expense to the County.

The Qualified Vendor shall advise NCIT immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, the Qualified Vendor shall state the projected delivery time and date. In the event the delay projected by the Qualified Vendor is unsatisfactory, NCIT shall so advise the Qualified Vendor and may proceed to procure substitute Deliverables or services. NCIT will not unreasonably deem the delay unsatisfactory.

#### **8. Stop Work Order.**

The County may issue a written or oral order to the Qualified Vendor to stop work under an SOW (the "Stop Work Order") at any time requiring the Qualified Vendor to suspend or stop all, or any part, of the performance due under the SOW. Reasons for issuing a Stop Work Order may include an inability on the part of the Qualified Vendor to satisfy the criteria as set forth in an SOW or assigning inappropriate personnel to perform the Services under an SOW.

- (a) Upon receipt of the Stop Work Order, the Qualified Vendor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:
  - i) Stop or suspend the work for a specific period of time, or
  - ii) Cancel the Stop Work Order and continue work on an SOW, or
  - iii) Terminate the work covered by the Stop Work Order.
- (b) If a Stop Work Order is canceled, the Qualified Vendor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if:
  - i) The Stop Work Order results in an increase in the Qualified Vendor's cost of performance of the SOW.
  - ii) The Stop Work Order results in a change of deliverables for an SOW.
  - iii) Any other reason the County deems necessary and appropriate.
- (c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.

- (d) The County shall not be liable to the Qualified Vendor for loss of profits because of a Stop Work Order issued under this term.

9. Reimbursement by the Contractor upon Loss of Funding.

- (a) In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

10. No Duplication of Payments.

- (a) Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

11. Payments in Connection with Termination or Notice of Termination.

- (a) Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

12. Indemnification; Defense; Cooperation.

- (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

- (d) The provisions of this Section shall survive the termination of this Agreement.

### **13. Insurance.**

- (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

### **14. Assignment; Amendment; Waiver; Subcontracting.**

- (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or

modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

#### **15. Work Performance Liability.**

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

**16. Termination.** (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

**17. Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply

with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

**18. Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section and to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

**19. Consent to Jurisdiction and Venue: Governing Law.** Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

**20. All Legal Provisions Deemed Included: Severability: Supremacy: Construction.**

- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix E, the terms of this Appendix E shall control.

- (d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

**21. Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

**22. Executory Clause.** Notwithstanding any other provision of this Agreement:

- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

## APPENDIX EE

### EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- i. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- ii. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- iii. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators' award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide the contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor

and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- i. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- ii. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- iii. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- iv. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- v. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- vi. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- vii. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- viii. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- ix. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX L  
CERTIFICATE OF COMPLIANCE

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder \_\_\_\_\_ has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has \_\_\_\_\_ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_

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5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

\_\_\_\_\_  
Dated  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

# **EXHIBIT 1** **SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders provided their best rate in the columns in Appendix A Cost Proposal or a duplicate of the chart in Appendix A based on the following:

**Level 1** – Individuals with three (3) or more years but less than five (5) years' experience within the specific Support Service Category.

**Level 2** – Individuals with five (5) or more years but less than ten (10) years' experience within the specific Support Service Category.

**Level 3** – Individuals with ten (10) or more years' experience within the specific Support Service Category.

**Please Note:** The following Support Service Categories are employed to supplement or augment current Information Technology staff.

## **Support Service Categories**

Service Category Number	Service Category	Description
1	Labor Support Services	<p>Manual labor services for Information Technology functions. No technical knowledge required. Tasks may include, but are not limited to, lifting (must be able to lift 50 lbs.), loading, unloading, unboxing, stacking, moving, transporting materials between locations in Nassau County, removing packaging, cleaning, carrying objects, basic record keeping tasks such as collecting and maintaining receiving logs, delivery receipts and any other documentation related to the above tasks.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
2	Clerical Support Services	<p>Basic clerical services for Information Technology functions. Tasks may include, but are not limited to, photocopying, filing, data entry, accepting/ processing deliveries, entering/ tracking requisitions and purchase orders, processing vendor payments, maintaining spreadsheets/ databases and maintaining vendor accounts.</p>
3	Help Desk Support Services	<p>User support for all Information Technology products and services. Represents other Information Technology staff members and their services to the client community and ensures and verifies that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
4	Desktop Support Services	<p>Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, reading, interpreting, standards and procedures, ghosting, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
5	Database Management Services	<p>Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to, technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.</p>
6	EDMS Services	<p>Services specific to Electronic Document Management Systems (EDMS).</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, imaging/ digitizing, workflow, risk assessment, workflow analysis, document indexing/ queuing, workload management, system/ application/ network design and security advising, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/ media), performance monitoring/ measurement, systems stress testing/ benchmarking, collaborative tools (implies BPR), advising, briefings/ presentation, document and records retention/ archiving.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
7	IT Training Services	Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to, needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and Help Desk training support.
8	Electronic Commerce/ EDI Services	<p>Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
9	Project Management Services	Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to, project initiation, efficiency review, lifecycle management, configuration/control management planning, resource management, IV and V management, risk management and time and cost management analysis.
10	Microsoft Exchange Services	Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMWare and VSphere Virtualization. Tasks may include, but are not limited to, design, integration with Active Directory, importing/exporting AD objects, monitoring mailbox database availability groups (DAGS) and databases, email gateway/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, multi-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.
11	Computer Programming Services	Design, develop, and support County computer applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
12	System Programming Services	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and System Generation programming.
13	GIS Services	<p>Services specific to various forms of Geographic Information Systems (GIS).</p> <ul style="list-style-type: none"> <li>• <u>Project Support Services</u> – Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, analysis, mapping, operation, digitizing, development, capacity planning, design, intranet, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS).</li> <li>• <u>Programming/ Analysis Services</u> - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, programming, systems analysis, project management, systems utilization, Oracle database management and systems design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
14	IT Support Staff Services – Data Center Operations	Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.
15	Network Security Services	<p>Services specific to security on the County network.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, advising for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN).</li> <li>• <u>Other Services</u> - Tasks may include, but are not limited to, network security, LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, Firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.</li> </ul>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
16	Computer Systems Security Services	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN.
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	<p>Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, automation, generate hand/computer drawings, interpret diagrams, create layouts, installation, implementation, configuration, scripting, integration, testing, modification, documentation, research, advise, recommend, strategic planning, maintenance, monitoring, troubleshooting, issue/ service disruption/ service convergence/ interconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
18	Technical Writing Services	<p>Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and Information Technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating systems, databases, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Software documentation for all types of audiences, from novice end users to system administrators, database developers and programmers.</li> <li>• Online help and web-based help.</li> <li>• Product specifications.</li> <li>• Project planning &amp; management.</li> <li>• Production and printing documentation.</li> <li>• Indexing of printed and online documents.</li> </ul> <p>Requires a previous, proven track record of producing quality documentation that is accurate, complete, concise and usable while meeting the needs and requirements of the County Department of Information Technology.</p>

# EXHIBIT 1

## SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
19	Computer Systems Analysis Support Services	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, systems conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.
20	Unix and Linux System Administration Services	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/component updates.
21	Web Environment Services	Services associated with the County's web environment. <ul style="list-style-type: none"> <li>• <b>Programmatic Support</b> – Tasks may include, but are not limited to: <ul style="list-style-type: none"> <li>○ Web Designers - Graphic development of new content areas on site, ILWWCM education/support.</li> <li>○ Java Programmers – JSP understanding, web development, work with vendors.</li> </ul> </li> <li>• <b>Technical Support</b> - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.</li> </ul>
22	Software Engineering Services	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of ties with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
23	Database Technical Services	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
24	Application Services for Servers/Blades	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
25	Wiring Technical Services	<p>Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
26	Wireless Networking Services	<p>Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.</p>
27	Network Support Services	<p>Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>
28	Server Support Services	<p>Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, RedHat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements, design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>

**EXHIBIT 1**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
29	Project Support Services	<p><b><u>Enterprise Services</u></b> – Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, Information Technology personnel recruiting, analysis, business/workflow process modeling, customer relationship/risk management, business continuity/ business information/ disaster recovery/ enterprise-wide strategic systems planning, Business Process Re-engineering (BPR)/ reverse engineering, Quality control/ quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and Independent Verification and Validation (IV&amp;V) testing.</p> <p><b><u>Graphics and Presentation</u></b> - Graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development.</p> <p><b><u>Middleware Integration</u></b> - Integrating middleware products for connecting disparate County applications/systems. Examples may include connections between enterprise resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration.</p> <p><b><u>Operational</u></b> - Services and processes relevant to Information Technology operations. Tasks may include, but are not limited to, work-flow analysis, design, prototyping, implementation, system migration, conversion, system/application, networking, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management.</p> <p><b><u>Organizational</u></b> - Services relevant to the Information Technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management.</p> <p><b><u>Planning</u></b> - Services relevant to planning Information Technology projects. Tasks may include, but are not limited to, requirements development, needs/risk assessment, evaluation, planning, feasibility study, strategizing, efficiency review, life cycle management, new systems/upgrade/exit migration strategies, Joint Application Development (JAD) sessions and project management.</p> <p><b><u>Research and Analysis</u></b> - Professional research on specific information technology topics and initiatives for the purpose of providing findings/ solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefings/ workshops/ conferences and presentations.</p>

**EXHIBIT 2**  
**VENDOR CONTACT INFORMATION**

**THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL PACKAGE**

FEDERAL ID NUMBER: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

Local Services Contact: \_\_\_\_\_

Office Phone #: \_\_\_\_\_

Mobile Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

After Hours Contact: \_\_\_\_\_

Local Alternate Contact: \_\_\_\_\_

Office Phone #: \_\_\_\_\_

Mobile Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

After Hours Contact: \_\_\_\_\_

Monthly Usage/Billing Contact: \_\_\_\_\_

Office Phone #: \_\_\_\_\_

Mobile Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

After Hours Contact: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_  
Office Phone #: \_\_\_\_\_  
Mobile Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
After Hours Contact: \_\_\_\_\_

**UPON CHANGES IN PERSONNEL OR CHANGE IN DUTIES, THE VENDOR MUST  
REPORT TO NCIT ANY UPDATES TO THE VENDOR CONTACT INFORMATION WITHIN  
10 BUSINESS DAYS OF A CHANGE. FAILURE TO DO SO MAY RESULT IN REMOVAL  
FROM THE CONTRACT.**

## **Amendment #1**

### ***Supplemental Staffing***

**RFP #: IT0116-1501**

Nassau County will accept written questions regarding this RFP by Friday, February 6, 2015.

All questions should be sent to the email listed below by 4:00 pm on 2/6/15.

**Email: [supstaffrfp@nassaucountyny.gov](mailto:supstaffrfp@nassaucountyny.gov)**

Response to all vendor questions will be provided as an amendment to this RFP and published on our procurement site by Monday 2/23/15.

Amendment #2

RFPI0116-1501

Supplemental Staffing RFP questions

Question	Answer
1. Is there any project oriented work with fixed statements of work and combinations of service delivery or is this strictly staff augmentation for the term of the contract on an hourly rate basis?	NCIT expects to submit SOWs for project oriented work and staff augmentation.
2. Please confirm that the Cost Proposal Rates should be for a normal work day consisting of 7 hours.	Cost proposals for this RFP should include an hourly rates based on an 8 hour work day. However, additional discounted rates can be presented for daily, weekly, monthly rates or for paying within a certain time frame, etc.
3. Are there incumbent(s) currently providing these services to NCIT under any existing contract? If so, will NCIT release a list of the incumbent vendors?	Yes, the vendors currently providing these services are SVAM International Inc., RCG Information Technology Inc., Contemporary Computer Services Inc., Bowne Management Systems, Inc., Bicitis Group, Inc. and Infosys International Inc.
4. If there is a current contract in place, what was the total spend under it for 2014? What is the anticipated total annual spend under the new contract?	Current and anticipated spending is between \$200,000 and \$2,000,000.
5. Are there any cost/budget limitations attached to this	Yes, all limitations will be defined during the contract process.

RFP/contract?	
6. During a typical year, what percentage of the SOWs is issued for projects that already have incumbent consultants working versus SOWs for totally new projects without an incumbent consultant in place?	Data is not available.
7. If a proposed/released SOW currently has an incumbent consultant(s) assigned to the project, will NCIT inform the vendor(s) of such?	Depends on if it is relevant to the project.
8. Can NCIT provide the current vendors' maximum bill rates by Service Category and Level?	No, not at this time.
9. Historically, what has been the average length of an SOW/assignment? Do you expect it to be a similar length under the new contract?	The length of an assignment can range from 1 day to 18 months or more.
10. Page 5 of 55, Section C, Scope of Services, 2.a: You state that qualified vendors will be given a "specific period of time" to respond and the time frame "will vary for each SOW." Notwithstanding the above, can you provide the average time frame:	<p>The average time to respond to an SOW will depend on its complexity and time sensitivity of the work. Typically, we request that the response from the vendors in 7-21 days.</p> <p>We expect to respond to all SOWs during the same time period.</p>

<p>To respond to a SOW?</p> <p>Between when an offer in response to an SOW is submitted and when interviews will take place for candidates submitted?</p> <p>From the interview period to the actual on-boarding/start date?</p>	<p>Once an SOW has been awarded, we expect the start date to take place within 7 to 21 days. This can vary depending on the nature of the SOW.</p>
<p>11. Page 8 of 55, Vendor Criteria of Performance Section 1: You state "If NCIT terminates personnel placed on assignment by the Qualified Vendor because the person's skills sets or experience are not as originally represented, NCIT shall not be responsible to pay the Qualified Vendor for that period." Please clarify the following:</p>	<p>NCIT will not pay for unqualified staff assigned by a vendor.</p>
<p>12. Question 1: Section C - Scope of Services –Page 4 top of page: Qualified vendors are expected to be able to "float up to \$250k during billing reconciliation". Presumably there are assumptions behind this number in payment terms, frequency of invoicing and budgeted level of business. Can you share these assumptions with us please?</p>	<p>Nassau County has a very long billing cycle. Qualified vendors should be financially prepared for same.</p>
<p>13. Question 2: Section C – Scope of Services-Other</p>	<p>We would expect a replacement asap (24 hours) for mission critical support however additional time may be allocated for</p>

<p>Considerations #1 – Page 6:</p> <p>If this were to occur what is the expected timeframe for a replacement that would be acceptable to the County?</p>	<p>other types of assignments.</p>
<p>14. Question 3: Section C – Scope of Services – Vendor Performance Criteria - #2-Personal Substitution:</p> <p>What would be an acceptable timeframe to replace personnel if they were unable to continue work for some reason such as an illness?</p>	<p>We would expect a replacement asap (24 hours) for mission critical support however additional time may be allocated for other types of assignments.</p>
<p>15. Question 4: Appendix A – Cost proposal – Support Service Categories – page 16:</p> <p>Is it required that for a given Service Category rates are provided for all three levels?</p>	<p>No, Rates can be provided for all or select levels within a category. However, the vendor will only receive SOWs on the basis of those categories and levels for which they provided rates.</p>
<p>16. Question 5: Appendix E - # 21 Administrative Service Charge – Page 38:</p> <p>It is assumed that the Administrative Fee for this RFP will be \$0 because it does not have a dollar value until a SOW is received, bid on and awarded. Will this Administrative Service Charge be required for a successful bid on a SOW?</p>	<p>The administrative service fee is for the processing of the contract. There will still an administrative service fee due for the processing of the contract. The amount of the fee will be based on the maximum amount of the contract.</p>

<p>17. Question 6: Exhibit 1 – Page 46:</p> <p>Will travel time and expenses such as mileage and parking be reimbursed for travel required by Service Categories that contain “Must be able to provide transportation” in the description?</p>	<p>Yes, if applicable to the Service Category, NCIT will pay for pre-authorized travel expenses which will be defined in the SOW.</p>
<p>18. Please confirm that this contract is for labor only and that replacement/repair parts are not part of this agreement.</p>	<p>This contract is for labor only.</p>
<p>19. The cost proposal Appendix A does not define “rate”. Should this be an hourly number, daily or other?</p>	<p>See question #2</p>
<p>20. To provide the best pricing structure and options for the County we would like to provide different rates for different time frames of service and when hours are worked. Would the following pricing structures be acceptable?:</p> <p>Daily hourly rates during normal business hours and Weekend/Holiday/Afterhours</p> <p>Weekly hourly rates during normal and Weekend/Holiday/Afterhours</p>	<p>See question #2.</p>

<p>Monthly hourly rates during normal and Weekend/Holiday/Afterhours</p> <p>Yearly hourly rates and during normal Weekend/Holiday/Afterhours</p>	
21. Stipulation for Emergency response?	Any requests for emergency service will be defined in the SOW.
22. Who are the incumbent vendors?	See question #3
23. Are you able to provide their past rate card?	Not at this time.
24. How many references are needed per technical category we submit on?	We would prefer 3 references and at least 1 should be from another government agency.
25. How many resumes are required to submit per technical service?	As many as the vendor can provide that fit the requirements of the SOW. The County will choose from the candidates provided and interview those they feel best fit the requirements of the SOW.
26. What types of projects/initiatives will these consultants be working on in 2015/2016?	NCIT may require Supplemental Staffing for a wide variety of IT projects, including, infrastructure, software development and maintenance, database development and maintenance.

27. How many agencies are you working with now?	See question #3
28. What do you look for in a partner?	Please refer to RFP, Section G, Contract Proposal Evaluation Criteria.
29. Is there manager contact allowed?	Yes, we prefer to have management involvement.
30. Who does the Nassau County IT department support?	NCIT supports all county agencies (50+). A list of agencies can be found on our website. <a href="http://www.nassaucountyny.gov/1437/Departments">http://www.nassaucountyny.gov/1437/Departments</a>
31. What types of technologies are you using for application development?	Nassau County uses all major brands , including but are not limited to, Oracle, MS, DB2, Unix, etc.
32. What type of servers are supporting Nassau County?	Nassau County servers include, but are not limited to Mainframe, AS400, Dell Window etc.
33. Where do the technical professionals report to?	Technical professionals will be assigned to a NC location based on the nature of the work. NCIT administration office is in Mineola and the data center is in Bethpage. There are many other county facilities where Wednesday, February 11, 2015a supplemental staff support may be needed.
34. Does each agency within Nassau County have their own dedicated IT?	No

35. Do you have a hosted solution?	Yes, we have both hosted and non-hosted systems.
36. Where is the data center located?	Grumman Road, Bethpage
<p>37. With reference to the following paragraph in Appendix A – Cost Proposal:</p> <p>“The Rates for this Contract will remain firm for the life of the Contract. This does not preclude any Qualified Vendor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.”</p> <p>I have the following questions:</p> <p>Question 1:</p> <p>Please confirm that the Rates would remain firm for at least 3 years (initial period of the contract) and potentially 5 years if the contract is extended.</p> <p>Question 2:</p> <p>In the event that our personnel working on an SOW /</p>	<p>The rates for this contract will remain firm for the life of the contract. This does not preclude any qualified vendor from offering a rate lower than the established rate in the contract in response to any SOW.</p> <p>NCIT will reimburse for pre- authorized travel expenses as defined in the SOW.</p>

project are required travel for a few days to a location other than the primary work location for project related work, would we be compensated for travel related expenses. For example, if the primary work location is Mineola, NY and if our personnel working on the project have to travel to Albany, NY for project related work, would we be compensated for the travel expenses for the trip to Albany, NY?

## Amendment #3

### Supplemental Staffing RFP IT 0116-1501

#### Additional Questions / Answers

1. Page 3, Section B refers to a Bidder's Conference, but there is no additional information regarding time or place. Is this an error?	There is no bidder's conference. Please refer to Amendment #1.
2. Page 4, Section C indicates that "Vendors must be able to demonstrate the ability to 'float' up to \$250,000 during billing reconciliation..." Will our independently reviewed financials suffice to demonstrate this?	Yes
3. Page 14 #10 states that Proposers must identify subcontractors to be used. It is typical for IT staff augmentation to involve the use of subcontracted companies to provide consultants on a case-by-case basis, depending on who can provide the best consultant at that time. Will it be possible to add additional subcontractors at the time of the individual requisition, and will there be a process in place to do so quickly enough to respond?	Our contracts contain language that addresses subcontracting.
4. Page 19, Appendix B, a states that vendors should include biographies of staff expected to be assigned to this project. Should we understand that to mean account managers, recruiting staff, etc., rather than IT consultants in each category we intend to apply for?	Yes, resumes for IT consultants for each category listed should be provided when a request for the specific service is published.



## Nassau County Interim Finance Authority

### Contract Approval Request Form (As of January 1, 2015)

1. Vendor: ILT, Inc.

2. Dollar amount requiring NIFA approval: \$ 0.01

Amount to be encumbered: \$ 0.01

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: Execution to 3 years

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT) Federal % \_\_\_\_\_  
☐ Capital Improvement Fund (CAP) State % \_\_\_\_\_  
☐ Other County % \_\_\_\_\_

Is the cash available for the full amount of the contract? ☐ Yes ☒ No

If not, will it require a future borrowing? ☒ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☒ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☒ No ☐ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The Nassau County Department of Information Technology ("NCIT") may sometimes identify a need for individual or project related supplemental staffing services. To meet these needs NCIT has established a vehicle with twenty vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the twenty-nine (29) support service categories/levels the vendor provided rates. This agreement will enable vendors to respond to any Statement of work (SOW) issued by NCIT for which the vendor is qualified to provide services. The supplemental staffing contracts will create a maximum rate per support service category/level which vendors can charge for specific skill sets and will permit a vendor to offer less than the maximum rate per support service category/level when requested to respond to a specific SOW. The number of qualified vendors combined with the wide variety of support service categories and the flexibility for vendors to provide rates below the maximum rate will promote a competitive environment among vendors thus enabling a potential cost savings for Nassau County while retaining the best possible resources to perform the required services.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A  
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

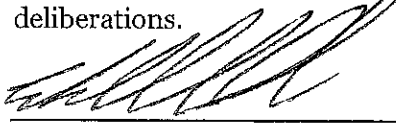
N/A

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract # CQIT07000009 (NIFS ID CLIT15000005 Amendment 6) for \$100,000.00 extension of current Supplemental Staffing Contract till this new contract is executed.

### AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

  
Signature Title IT Commissioner Date  
Ed Eisenstein  
Print Name 7/13/15

### COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date  
Print Name

### NIFA

Amount being approved by NIFA: \_\_\_\_\_

Signature Title Date  
Print Name

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

E-146-15

Page 1 of 4

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: IIT Inc.  
Address: 560 Broadhollow Rd, Ste 301  
City, State and Zip Code: Melville, NY 11747
2. Entity's Vendor Identification Number: FEIN 11-3243959
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Dinesh Gulati

560 Broadhollow Rd, Ste 301

Melville, NY 11747

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Dinesh Gulati

560 Broadhollow Rd, Ste 301

Melville, NY 11747

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

None

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

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None

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**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.